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BEFORE THE ARIZONA CORPORATION  
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**COMMISSIONERS**

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AZ CORP COMMISSION  
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Arizona Corporation Commission

**DOCKETED**

FEB -2 2007

DOCKETED BY

nr

IN THE MATTER OF THE APPLICATION OF  
PALO VERDE UTILITIES COMPANY FOR AN  
EXTENSION OF ITS EXISTING CERTIFICATE  
OF CONVENIENCE AND NECESSITY.

Docket No. SW-03575A-05-0307

IN THE MATTER OF THE APPLICATION OF  
SANTA CRUZ WATER COMPANY FOR AN  
EXTENSION OF ITS EXISTING CERTIFICATE  
OF CONVENIENCE AND NECESSITY.

Docket No. W-03576A-05-0307

**MOTION FOR EXTENSION OF TIME**

Palo Verde Utilities Company and Santa Cruz Water Company (collectively, "Global Water") respectfully submit this motion for extension of time. Under Decision No. 68448 (Feb. 2, 2006), Global Water had until February 2, 2007 to complete several items, including: (1) filing fully executed main extension agreements for Phase I; (2) obtaining an amendment to Global Water's Designation of Assured Water Supply ("DAWS") from the Arizona Department of Water Resources ("ADWR"), and (3) obtaining an amended Pinal County franchise covering the relevant area. Global Water requests that the due dates for each of these items be delayed until December 31, 2007. In support of this motion, Global Water states:

(1) **Main Extension Agreements.** Due to a slowdown in development activity in this area of Pinal County, main extension agreements have not been executed. Typically, such agreements are not executed until development is ready to proceed. However, Global Water has taken extensive actions in the area to prepare for development. Global Water has installed the necessary backbone infrastructure. In addition, the Water Reclamation Facility for this area is near completion, and should be complete by in April or May of 2007. In total, Global Water has spent

ROSHKA DEWULF & PATTEN, PLC  
ONE ARIZONA CENTER  
400 EAST VAN BUREN STREET - SUITE 800  
PHOENIX, ARIZONA 85004  
TELEPHONE NO 602-256-6100  
FACSIMILE 602-256-6800

1 more than \$18 million constructing facilities to serve this area. Based on conversations with  
2 developers, Global Water believes that the Phase I main extension agreements can be filed by  
3 December 31, 2007. Accordingly, Global Water requests an extension until that date.

4 (2) **DAWS.** The DAWS process has taken longer than expected. In particular, it took  
5 more than a year to obtain an "administrative completeness" determination from ADWR. A copy  
6 of this determination is attached as Exhibit A. Global Water does not anticipate any substantive  
7 difficulties in obtaining the DAWS. However, several further steps are needed before the final  
8 DAWS can be issued. Accordingly, Global Water requests that the due date for filing the  
9 amended DAWS be extended until December 31, 2007.

10 (3) **Franchise.** Due to the slowdown in development activity, and the pressing  
11 workload facing Pinal County, Global Water did not seek a franchise amendment for this area. As  
12 development is now closer at hand, Global Water recently submitted the required franchise  
13 application, which is attached as Exhibit B. Global Water does not expect any difficulties in  
14 obtaining the franchise.

15 WHEREFORE, Global Water requests an that the due dates for the following items be  
16 extended until December 31, 2007: (1) filing fully executed main extension agreements for Phase  
17 I; (2) obtaining an amendment to Global Water's Designation of Assured Water Supply  
18 ("DAWS") from the Arizona Department of Water Resources ("ADWR"), and (3) obtaining a  
19 amended Pinal County franchise.

20 RESPECTFULLY SUBMITTED this 2nd day of February 2007.

21 ROSHKA DEWULF & PATTEN, PLC

22  
23 By 

24 Timothy J. Sabo  
25 Michael W. Patten  
26 One Arizona Center  
27 400 East Van Buren Street, Suite 800  
Phoenix, Arizona 85004  
(602) 256-6100

ROSHKA DEWULF & PATTEN, PLC  
ONE ARIZONA CENTER  
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TELEPHONE NO 602-256-6100  
FACSIMILE 602-256-6800

1 Original + 15 copies of the foregoing  
2 filed this 2<sup>nd</sup> day of February 2007, with:

3 Docket Control  
4 ARIZONA CORPORATION COMMISSION  
5 1200 West Washington  
6 Phoenix, Arizona 85007

7 Copies of the foregoing hand-delivered/mailed  
8 this 2<sup>nd</sup> day of February 2007, to:

9 Yvette Kinsey, Esq.  
10 Administrative Law Judge  
11 Hearing Division  
12 Arizona Corporation Commission  
13 1200 West Washington  
14 Phoenix, Arizona 85007

15 Christopher C. Kempsey, Esq.  
16 Chief Counsel, Legal Division  
17 Arizona Corporation Commission  
18 1200 West Washington  
19 Phoenix, Arizona 85007

20 Ernest G. Johnson, Esq.  
21 Director, Utilities Division  
22 Arizona Corporation Commission  
23 1200 West Washington  
24 Phoenix, Arizona 85007

25 Kenneth C. Sundlof, Jr., Esq.  
26 Jennings, Strouss & Salmon, P.L.C.  
27 The Collier Center, 11<sup>th</sup> Floor  
201 E. Washington Street  
Phoenix, Arizona 85004

Karen L. Peters, Esq.  
Squire Sanders & Dempsey, L.L.P.  
Two Renaissance Square  
40 North Central Avenue  
Suite 2700  
Phoenix, Arizona 85004-4498

By Mary Appelt

# ATTACHMENT

1

ARIZONA DEPARTMENT OF WATER RESOURCES  
Office of Assured and Adequate Water Supply  
3550 North Central Ave., 2<sup>nd</sup> Floor, Phoenix, AZ 85012  
Telephone 602 771-8585  
Fax 602 771-8689



Janet Napolitano  
Governor

Herbert R. Guenther  
Director

February 2, 2007

Cindy M. Liles  
Global Water Resources  
22601 North 19th Avenue  
Suite 210  
Phoenix, AZ 85027

**Re: Application for a Designation of Assured Water Supply  
Santa Cruz Water Company (Modification)  
DWR No. 26-402008.0000**

Dear Ms. Liles:

The above-referenced application was received on 1/24/2006. After review by the Department, the application has been determined administratively complete. Pursuant to A.R.S. § 45-578.A., the Arizona Department of Water Resources is required to publish a public notice of the above referenced application. We have requested that this notice be published in the Casa Grande Dispatch on **2/1/2007 and 2/8/2007**. After the second appearance of the notice, there will be a waiting period of 15 days which ends on **2/23/2007**. During this 15-day waiting period, any person residing in the Active Management Area may make known pertinent objections. If an objection is received, the Director of the Department may hold a hearing at least 60 days, but not more than 90 days from the end of the waiting period.

This completeness determination marks the end of the administrative time frame established in A.R.S. §§ 41-1072 through 41-1079 and A.A.C. R12-15-401, *et seq.* The substantive time frame is now in effect. For a Designation of assured water supply, the substantive time frame is sixty (60) days. During the substantive time frame the Department must make a determination as to the application's substantive correctness. If the application is determined to be incorrect or a protest is received, the applicant will be contacted by mail. Only issuance of an incorrect letter causes the time frame to pause until the Department receives an appropriate response.

If you have any questions, please contact Pam Nagel at (602) 771-8596.

Sincerely,

J. Scott Miller, Manager  
Office of Assured Water Supply

JSM/pmn

<<<<COPY FROM HERE DOWN INTO THE E-MAIL TO THE NEWSPAPER>>>>

## ARIZONA DEPARTMENT OF WATER RESOURCES

### Office of Assured and Adequate Water Supply

3550 North Central Ave., 2<sup>nd</sup> Floor, Phoenix, Arizona 85012

Telephone 602 771-8585

Fax 602 771-8689

February 2, 2007

Bobbie Slover

Casa Grande Dispatch

Legal Advertising Department

200 West Second Street

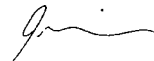
Casa Grande, Arizona 85222

**Re: Application for a Designation of Assured Water Supply  
Santa Cruz Water Company (Modification) DWR No. 26-402008.0000**

Pursuant to A.R.S. § 45-578.A., the Arizona Department of Water Resources is required to publish a public notice of the above referenced application. We request that this notice be published in the Casa Grande Dispatch on **2/1/2007 and 2/8/2007**.

Please publish this notice per our requisition order number **#72228**. Prior to publication of the notice, please supply us with a proof of the notice. Please FAX this to (602) 771-8689 to the attention of Norma Coupaud. Also, please return two affidavits of publication for both dates for each notice, with your billing to the Department, to the attention of Accounts Payable.

If for any reason the legal notice must be published on dates different than those requested, please notify Ms. Coupaud at (602) 771-8598 at once, as it may require a change in the text of the legal notice. Thank you for your cooperation in this matter.



Sincerely,

J. Scott Miller, Manager

Office of Assured Water Supply

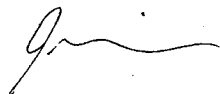
<<<<TEXT OF NOTICE BEGINS HERE>>>>

### NOTICE OF APPLICATION FOR A MODIFICATION OF DESIGNATION OF ASSURED WATER SUPPLY

In accordance with Arizona Department of Water Resources A.A.C. R12-15-710, notice is hereby given that **Santa Cruz Water Company**, located within **Pinal County, Pinal Active Management Area**, has applied to the Department of Water Resources for a Modification Designation of Assured Water Supply. The Department has determined that the application is administratively complete. The Modification of Designation of Assured Water Supply certifies the continuing availability of water to meet current, committed and a minimum of two years projected demand of the **Santa Cruz Water Company** municipal water system.

#### Objections to Issuance of a Modification of Designation

Any resident of the Pinal Active Management Area may file a written objection to the issuance of the Modification of Designation of Assured Water Supply with the Docket Supervisor of the Department of Water Resources, Legal Division, 3550 N. Central Ave., 4<sup>th</sup> Floor, Phoenix, AZ 85012 by **February 23, 2007**. An objection must state the name and mailing address of the objector, be signed by the objector, his agent or attorney, and clearly set forth reasons why the Modification of Designation should not be issued. The grounds for objection are limited to whether the Modification of Designation application meets the criteria for determining an assured water supply, as defined in A.R.S. § 45-576, Subsection I.



J. Scott Miller, Office of Assured Water Supply  
Arizona Department of Water Resources

2/2/2007

Date

**ARIZONA DEPARTMENT OF WATER RESOURCES  
PUBLIC NOTICE REQUISITION/ORDER**

P.O. # 72228

2/2/2007

DATE

  
AUTHORIZED PROCUREMENT SIGNATURE

Norma Coupaud (602) 771-8598

REQUESTOR

PHONE

EXT.

<b>VENDOR:</b> Bobbie Slover Casa Grande Dispatch Legal Advertising Department 200 West Second Street Casa Grande, Arizona 85222	<b>SHIP TO / BILL TO:</b> ADWR 3550 N. Central Ave., 2 <sup>nd</sup> Floor Phoenix, AZ 85012
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DESCRIPTION	ENCUMBERED \$
Legal Publication Notice for Santa Cruz Water Company (Modification)	\$125.00
DWR # 26-402008.0000	
Publication Dates: 2/1/2007 and 2/8/2007	

**REMARKS:**

**A copy of this notice will be e-mailed to the newspaper.  
Please mail out the original. Thank you.**

AGCY(3)	DATE(6) / /	TYPE(1)	NO(3)	AGCY(3)	DATE(6) / /	TYPE(1)	NO(3)	VENDOR(11)	MC(3)	DOC DATE(6)	EFF DATE (6)		
CUR DOC (8)		SFX(3)	REF DOC (8)		SFX(3)	MOD(1)	AGY(3)	TC(3)	INDEX(5) 47200	PCA(5)	AY(2)	COMP OBJ(4)	AGY OBJ(4) 7461
AMOUNT \$(11)¢(2)		R(1)	DISC \$(11)¢(2)		FO(1)	PDT(2)	DOC AMOUNT \$(11)¢(2)		CI(1)	PROP NO(10)			
INV NO (14)		DATE(6) / /		DESCRIPTION (3) LEGAL PUBLICATION			CONT NO (10)		WARRANT NO (9)		APPN NO (5)		FUND (4)
COMP GL (4)	AGY GL (8)	GRANT NO(6)		PH (2)	PROJ NO (6)		PH (2)	MPCD (10)	AGC CD-1(4)	AGC CD-2(4)	AGC CD-3(6)		

I have examined this claim and certify that the expenditure is for a valid public purpose and that funds have been appropriated or are otherwise available for payment of this claim, and if the available funds are from federal grant contract or source, this claim is allowable under the terms of such grant, contract or source, and payment of the amount claimed is hereby approved.

J. Scott Miller

Printed Name

Signature

2/2/2007

Date

I hereby certify under penalty of perjury that the items invoiced above have been received and inspected, that the quantities are as stated and the condition is satisfactory.

Printed Name

Signature

Date

# ATTACHMENT

2





January 31, 2007

Pinal County  
Special Services  
P. O. Box 827  
Florence, AZ 85232  
Attention: Gary Medina, Special Services Administrator

Re: Amending the Utility Franchises with Pinal County for Santa Cruz Water Company and Palo Verde Utilities Company

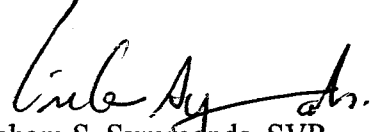
Dear Mr. Medina:

Global Water Resources ("Global") is writing to request an amendment to the Utility Franchise with Pinal County for its subsidiaries, Global Water - Santa Cruz Water Company, Inc. ("SCWC") and Palo Verde Utilities Company, Inc. ("PVUC"). SCWC and PVUC, both Arizona Corporations, are duly authorized to provide water service in the State of Arizona. The original domestic water and wastewater franchises from Pinal County were approved by the Board of Supervisors on December 3, 1997 and were amended on September 24, 2003 to extend the franchise area. A check for Four Hundred Dollars (\$400.00), a legal description of the requested service extension area for SCWC and PVUC, and three exhibits showing the service extension area for each utility and their location within Pinal County, are included with this submittal. The franchise extension covers approximately 17,830 acres, and is exactly the same for both SCWC and PVUC.

A copy of the original and Amended Utility Franchise Agreement with Pinal County is included in this submittal for your convenience.

Thank you for your assistance in completing these amendments to the utility franchises.

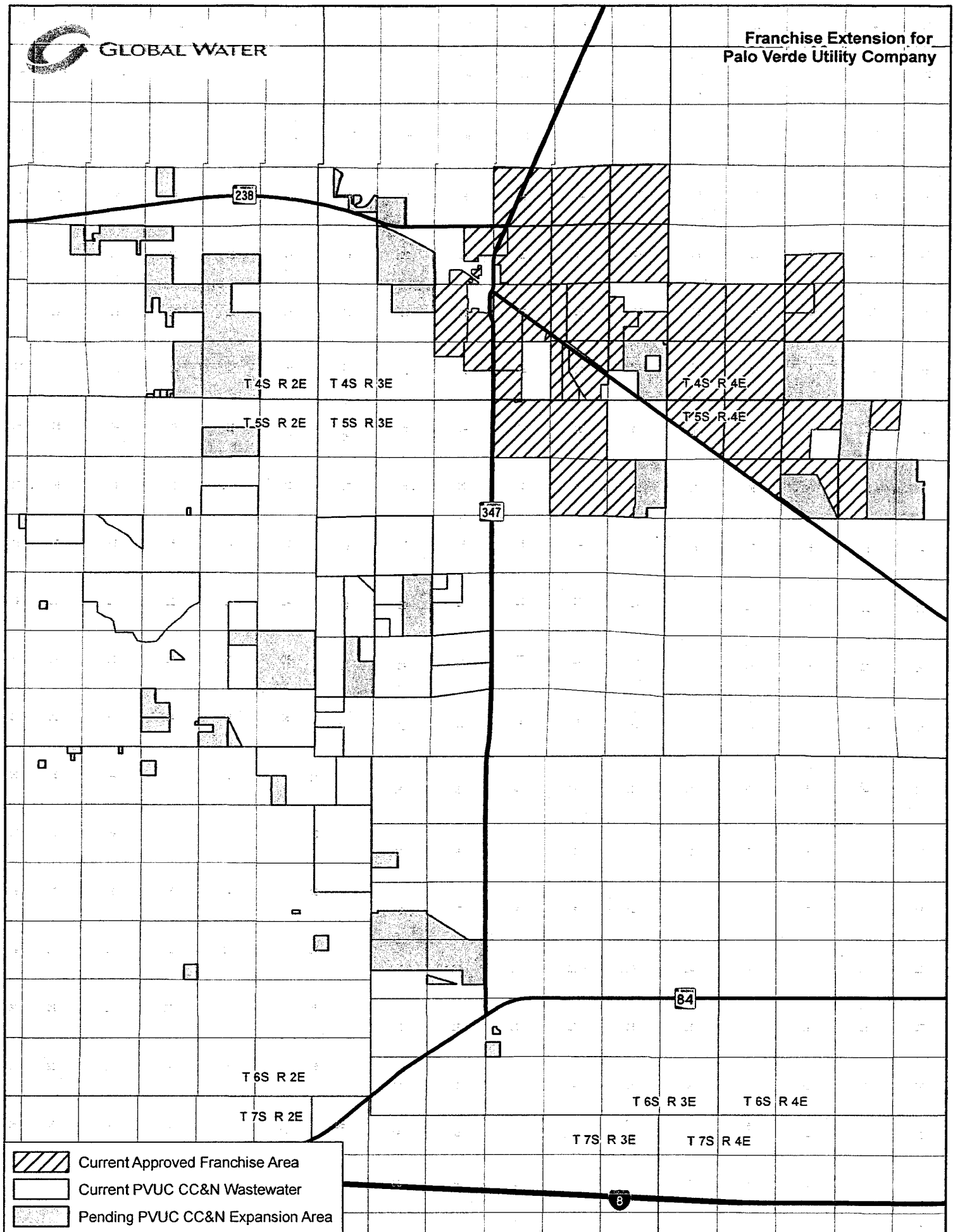
Sincerely,  
GLOBAL WATER RESOURCES  
GLOBAL WATER - SANTA CRUZ WATER COMPANY  
GLOBAL WATER - PALO VERDE UTILITITES COMPANY

  
Graham S. Symmonds, SVP  
Operations and Compliance



GLOBAL WATER

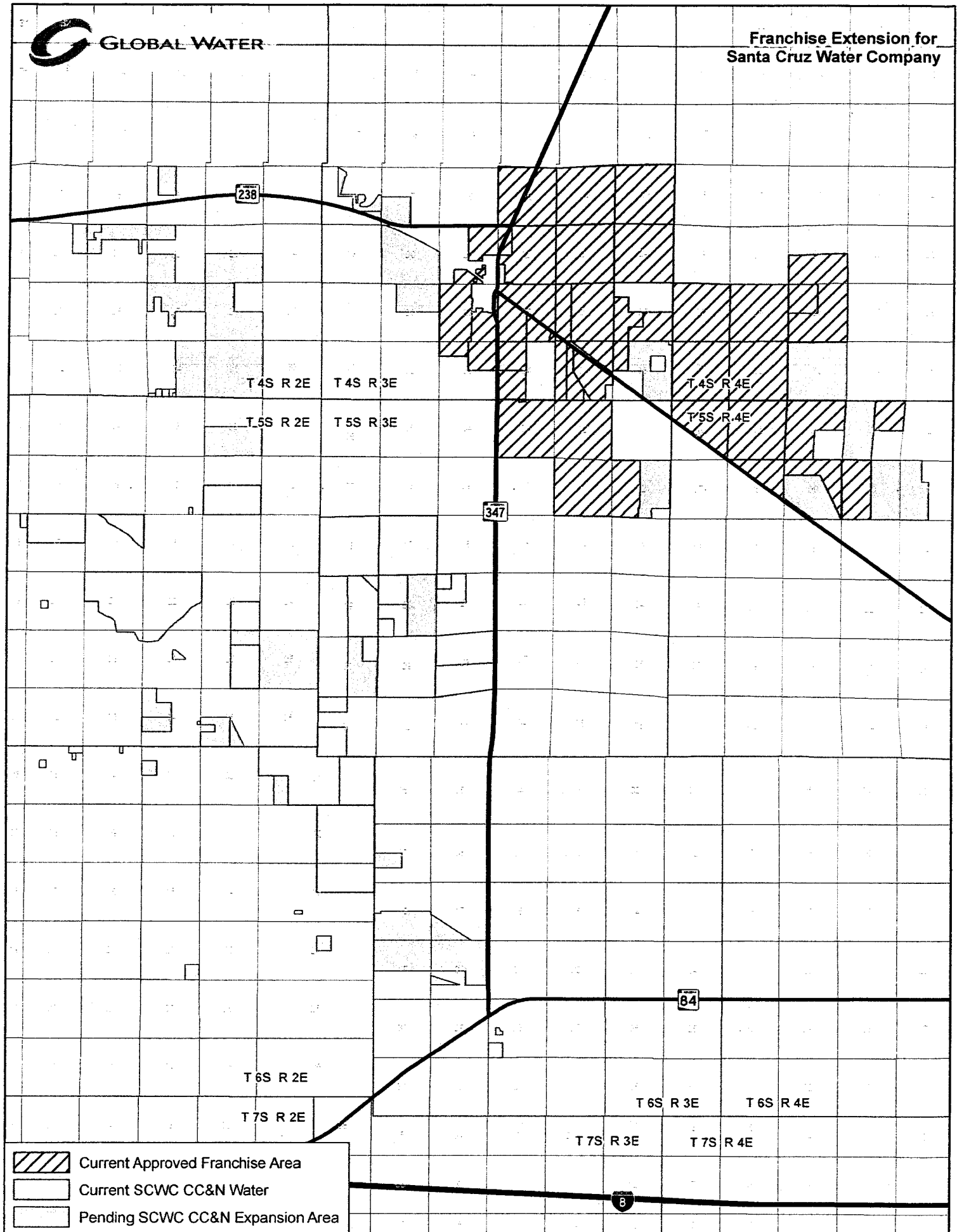
Franchise Extension for  
Palo Verde Utility Company

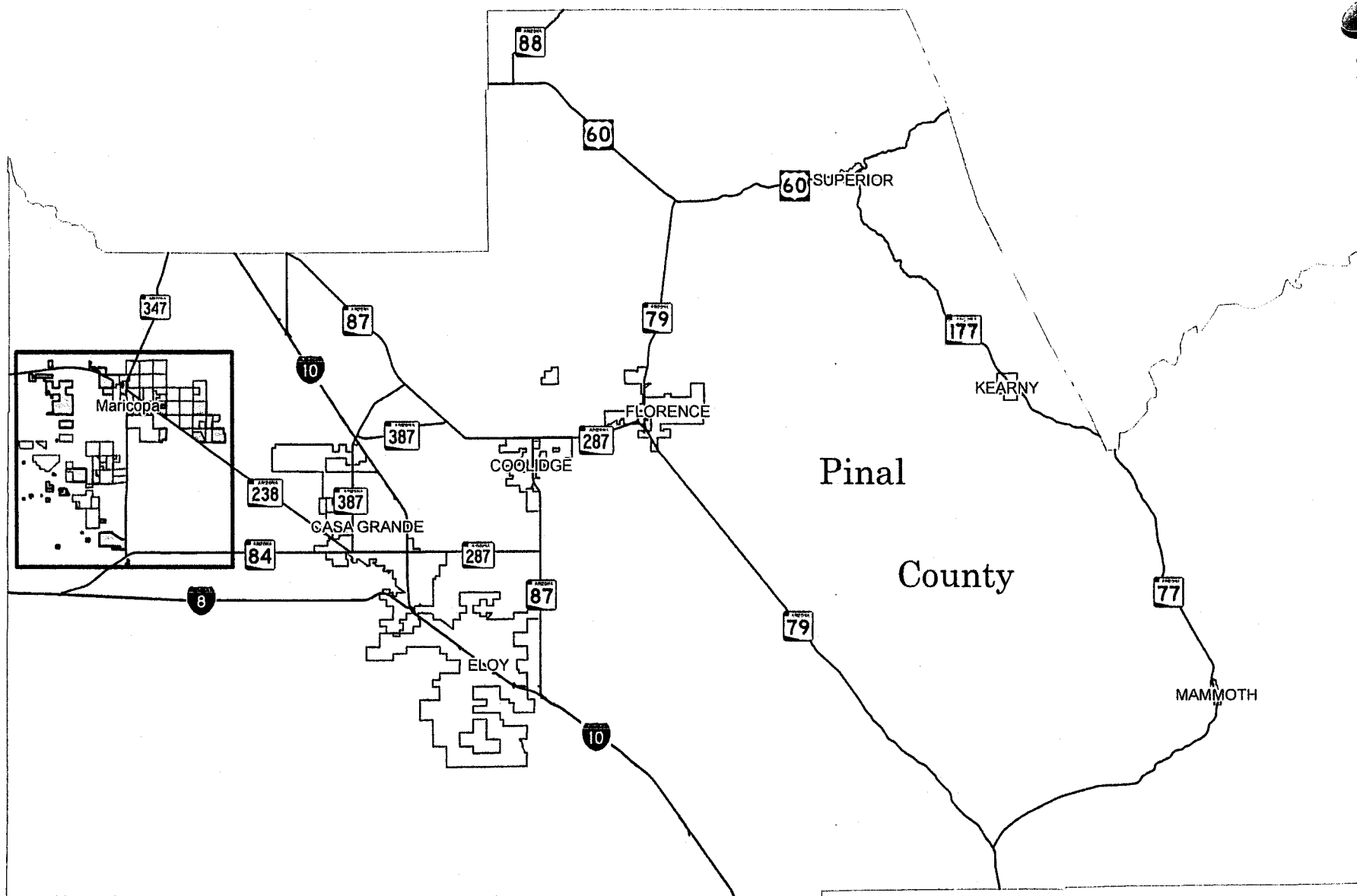




GLOBAL WATER

Franchise Extension for  
Santa Cruz Water Company





**LEGAL DESCRIPTION  
FRANCHISE EXTENSION FOR  
SANTA CRUZ WATER COMPANY AND PALO VERDE UTILITIES COMPANY  
PINAL COUNTY, ARIZONA**

**TOWNSHIP 4 SOUTH, RANGE 2 EAST, G&SRB&M, PINAL COUNTY, ARIZONA**

**PARCEL 1**

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA,

EXCEPT THE WEST 1,055 FEET THEREOF.

**PARCEL 2**

THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPT THE WEST 1,055 FEET THEREOF.

**PARCEL 3**

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, EXCEPT THE SOUTH 209 FEET OF THE WEST 209 FEET, SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN PINAL COUNTY, ARIZONA, AND

THE WEST 30 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, EXCEPT THE NORTH 50 FEET, OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, AND

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, AND

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY ARIZONA, AND

THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN. PINAL COUNTY, ARIZONA, AND

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, AND

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN. PINAL COUNTY ARIZONA, AND

THE NORTH HALF OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

**PARCEL 4**

THE SOUTH HALF OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

**PARCEL 5**

THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 EAST, GILA & SALT RIVER BASE & MERIDIAN, PINAL COUNTY, ARIZONA, AND

THE SOUTH HALF OF SECTION 23 TOWNSHIP 4 SOUTH, RANGE 2 EAST, GILA & SALT RIVER BASE & MERIDIAN, PINAL COUNTY, ARIZONA, AND

THE NORTHWEST QUARTER AND THE SOUTH HALF OF SECTION 26 TOWNSHIP 4 SOUTH, RANGE 2 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, AND

THE NORTHWEST QUARTER OF SECTION 27 TOWNSHIP 4 SOUTH, RANGE 2 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, EXCEPT THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; TOGETHER WITH THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND

THE EAST HALF OF SECTION 34 TOWNSHIP 4 SOUTH, RANGE 2 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA TOGETHER WITH A PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 34; THENCE NORTH 02° WEST 378 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89° WEST 88.32 FEET; THENCE NORTH 01° WEST 4743.64 FEET TO THE NORTHEAST CORNER OF SAID WEST HALF OF SECTION 34; THENCE SOUTH 02° EAST 4747.54 FEET TO THE POINT OF BEGINNING, AND

SECTION 35, TOWNSHIP 4 SOUTH, RANGE 2 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

**PARCEL 6**

THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 2 EAST.

**PARCEL 7**

THE SOUTH 361.10 FEET OF THE WEST 602.50 FEET OF LOT 11 OF PALO VERDE FOOTHILLS (BOOK 1 OF SURVEYS, PAGE 76-78) LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34 TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA,

MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A GENERAL LAND OFFICE MARKING THE SOUTHWEST CORNER OF SECTION 34 FROM WHICH A 1/2" PIPE MARKING THE WEST QUARTER CORNER OF SECTION 34 BEARS NORTH 03°17'39" WEST A DISTANCE OF 2542.72 FEET AND FROM WHICH A 3/4" BAR MARKING THE SOUTH QUARTER CORNER OF SECTION 34 BEARS SOUTH 89°48'24" EAST A DISTANCE OF 2611.29 FEET, SAID SOUTHWEST CORNER ALSO BEING THE SOUTHWEST CORNER OF PARCEL "B" AND THE POINT OF BEGINNING.

THENCE NORTH 03°17'39" WEST ALONG THE WEST BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 361.73 FEET TO A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512 MARKING THE NORTHWEST CORNER OF PARCEL "B",

THENCE SOUTH 89°48'24" EAST PARALLEL TO AND 361.10 FEET NORTH OF THE SOUTH BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 603.62 FEET TO A SET 5/8" REBAR WITH ALUMINUM CAP MARKING THE NORTHEAST CORNER OF PARCEL "B",

THENCE SOUTH 03°17'39" EAST PARALLEL TO AND 602.50 FEET EAST OF THE WEST BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 361.73 FEET TO A SET NAIL (MONUMENTED 50.00 FEET NORTH BY A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512) MARKING THE SOUTHEAST CORNER OF PARCEL "B";

THENCE NORTH 89°48'24" WEST ALONG THE SOUTH BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 603.62 FEET TO A GENERAL LAND OFFICE BRASS CAP MARKING THE SOUTHWEST CORNER OF PARCEL "B" AND THE POINT OF BEGINNING.

**PARCEL 8**

THE WEST 1205.50 FEET OF LOT 11 OF "PALO VERDE FOOTHILLS" (BOOK 1 OF SURVEYS, PAGE 76-78) LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34 TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA,

EXCEPT THE WEST 602.50 FEET THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A GENERAL LAND OFFICE MARKING THE SOUTHWEST CORNER OF SECTION 34 FROM WHICH A 1/2" PIPE MARKING THE WEST QUARTER CORNER OF SECTION 34 BEARS NORTH 03°17'39" WEST A DISTANCE OF 2542.72 FEET AND FROM WHICH A 3/4" BAR MARKING THE SOUTH QUARTER CORNER OF SECTION 34 BEARS SOUTH 89°48'24" EAST A DISTANCE OF 2611.29 FEET. THENCE SOUTH 89°48'24" EAST ALONG THE 'SOUTH BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 603.62 FEET TO A SET NAIL (MONUMENTED 50.00 FEET NORTH BY A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512 MARKING THE SOUTHWEST CORNER OF PARCEL "C" AND THE POINT OF BEGINNING.

THENCE NORTH 03°17'39" WEST PARALLEL TO AND 602.50 FEET EAST OF THE WEST BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 722.93 FEET TO A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512 MARKING THE NORTHWEST CORNER OF PARCEL "C",

THENCE SOUTH 89°44'56" EAST ALONG THE NORTH BOUNDARY OF LOT 11 OF "PALO VERDE FOOTHILLS" A DISTANCE OF 604.16 FEET TO A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512 MARKING THE NORTHEAST CORNER OF PARCEL "C", THENCE SOUTH 03°17'39" EAST PARALLEL TO AND 1205.50 FEET EAST OF THE WEST BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 722.32 FEET TO A SET NAIL (MONUMENTED 50.00 FEET NORTH BY A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512) MARKING THE SOUTHEAST CORNER OF PARCEL "C";

THENCE NORTH 89°48'24" WEST ALONG THE SOUTH BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 604.12 FEET TO A SET NAIL (MONUMENTED 50.00 FEET NORTH BY A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512) MARKING THE SOUTHWEST CORNER OF PARCEL "C" AND THE POINT OF BEGINNING.

#### **PARCEL 9**

THE WEST 1809.00 FEET OF LOT 11 OF "PALO VERDE FOOTHILLS" (BOOK 1 OF SURVEYS, PAGE 76-78) LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34 TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPT THE WEST 1205.50 FEET THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A GENERAL LAND OFFICE MARKING THE SOUTHWEST CORNER OF SECTION 34 FROM WHICH A 1/2" PIPE MARKING THE WEST QUARTER CORNER OF SECTION 34 BEARS NORTH 03°17'39" WEST A DISTANCE OF 2542.72 FEET AND FROM WHICH A 3/4" BAR MARKING THE SOUTH QUARTER CORNER OF SECTION 34 BEARS SOUTH 89°48'24" EAST A DISTANCE OF 2611.29 FEET.

THENCE SOUTH 89°48'24" EAST ALONG THE SOUTH BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 1207.74 FEET TO A SET NAIL (MONUMENTED 50.00 FEET NORTH BY A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512 MARKING THE SOUTHWEST CORNER OF PARCEL "D" AND THE POINT OF BEGINNING;



THENCE NORTH 03°17'39" WEST PARALLEL TO AND 1205.50 FEET EAST OF THE WEST BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 722.32 FEET TO A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512 MARKING THE NORTHWEST CORNER OF PARCEL "D";

THENCE SOUTH 89°44'56" EAST ALONG THE NORTH BOUNDARY OF LOT 11 OF "PALO VERDE FOOTHILLS" A DISTANCE OF 256.40 FEET TO A 1/2" REBAR WITH TAG LS #5713 MARKING AN ANGLE POINT OF PARCEL "D";

THENCE SOUTH 89°52'21" EAST ALONG THE NORTH BOUNDARY OF LOT 11 OF "PALO VERDE FOOTHILLS" A DISTANCE OF 348.20 FEET TO A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512 MARKING THE NORTHEAST CORNER OF PARCEL "D";

THENCE SOUTH 03°17'39" EAST PARALLEL TO AND 1809.00 FEET EAST OF THE WEST BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 722.46 FEET TO A SET NAIL (MONUMENTED 50.00 FEET NORTH BY A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512) MARKING THE SOUTHEAST CORNER OF PARCEL "D";

THENCE NORTH 89°48'24" WEST ALONG THE SOUTH BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 604.62 FEET TO A SET NAIL (MONUMENTED 50.00 FEET NORTH BY A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512) MARKING THE SOUTHWEST CORNER OF PARCEL "D" AND THE POINT OF BEGINNING.

#### PARCEL 10

LOT 11 OF "PALO VERDE FOOTHILLS" (BOOK 1 OF SURVEYS, PAGE 76-78) LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34 TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPT THE WEST 1809.00 FEET THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A GENERAL LAND OFFICE MARKING THE SOUTHWEST CORNER OF SECTION 34 FROM WHICH A 1/2" PIPE MARKING THE WEST QUARTER CORNER OF SECTION 34 BEARS NORTH 03°17'39" WEST A DISTANCE OF 2542.72 FEET AND FROM WHICH A 3/4" BAR MARKING THE SOUTH QUARTER CORNER OF SECTION 34 BEARS SOUTH 89°48'24" EAST A DISTANCE OF 2611.29 FEET.

THENCE SOUTH 89°48'24" EAST ALONG THE SOUTH BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 1812.36 FEET TO A SET NAIL (MONUMENTED 50.00 FEET NORTH BY A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512) MARKING THE SOUTHWEST CORNER OF PARCEL "E" AND THE POINT OF BEGINNING;

THENCE NORTH 03°17'39" WEST PARALLEL TO AND 1809.00 FEET EAST OF THE WEST BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 722.46 FEET TO A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512 MARKING THE NORTHWEST CORNER OF PARCEL "E";

THENCE SOUTH 89°52'21" EAST ALONG THE NORTH BOUNDARY OF LOT 11 OF "PALO VERDE FOOTHILLS" A DISTANCE OF 723.00 FEET TO A 1/2" REBAR WITH TAG LS #15933 MARKING THE NORTHEAST CORNER OF PARCEL "E";

THENCE SOUTH 01 °45'18" EAST ALONG THE EAST BOUNDARY OF LOT 11 OF "PALO VERDE FOOTHILLS" A DISTANCE OF 344.59 FEET TO A 1/2" REBAR MARKING AN ANGLE POINT OF PARCEL "E";  
THENCE NORTH 89°54'07" WEST ALONG A SOUTHERLY BOUNDARY OF LOT 11 OF "PALO VERDE FOOTHILLS" A DISTANCE OF 396.64 FEET TO A 1/2" REBAR WITH TAG LS #6451 MARKING AN ANGLE POINT OF PARCEL "E";  
THENCE SOUTH 01 °56'39" EAST ALONG AN EASTERLY BOUNDARY OF LOT 11 OF "PALO VERDE FOOTHILLS" A DISTANCE OF 377.17 FEET TO A SET NAIL (MONUMENTED 50.00' NORTH BY A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512 MARKING THE SOUTHEAST CORNER OF PARCEL "E";  
THENCE NORTH 89°48'24" WEST ALONG THE SOUTH BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 308.19 FEET TO A SET NAIL (MONUMENTED 50.00 FEET NORTH BY A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512 MARKING THE SOUTHWEST CORNER OF PARCEL "E" AND THE POINT OF BEGINNING.

**TOWNSHIP 4 SOUTH, RANGE 3 EAST, G&SRB&M, PINAL COUNTY, ARIZONA**

**PARCEL 1**

THAT PORTION OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18, BEING MARKED BY A U.S. BUREAU OF LAND MANAGEMENT BRASS CAP;  
THENCE SOUTH 00 DEGREES 31 MINUTES 01 SECONDS WEST, {BASIS OF BEARINGS} ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 2522.43 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00 DEGREES 31 MINUTES 01 SECONDS WEST, 130.51 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 18, BEING MARKED BY A BRASS CAP IN CONCRETE;

THENCE SOUTH 00 DEGREES 03 MINUTES 18 SECONDS EAST, ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 1320.77 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF SOUTHEAST QUARTER OF SAID SECTION 18, BEING MARKED BY A U.S. GENERAL LAND OFFICE BRASS CAP;

THENCE NORTH 89 DEGREES 42 MINUTES 39 SECONDS WEST, ALONG THE SOUTHERLY LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 1883.87 FEET TO A POINT BEING MARKED BY AN ADOT ALUMINUM CAP IN CONCRETE AND FROM WHICH POINT THE SOUTHWEST CORNER OF THE SAID NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 18, BEARS NORTH 89 DEGREES 42 MINUTES 09 SECONDS WEST, 749.16 FEET DISTANT THEREFROM;

THENCE NORTH 12 DEGREES 32 MINUTES 36 SECONDS WEST, A DISTANCE OF 103.70 FEET TO A POINT BEING MARKED BY AN ADOT ALUMINUM CAP IN CONCRETE;

THENCE NORTH 01 DEGREE 07 MINUTES 59 SECONDS WEST, A DISTANCE OF 216.42 FEET;  
 THENCE NORTH 71 DEGREES 53 MINUTES 03 SECONDS WEST, A DISTANCE OF 77.25 FEET;  
 THENCE SOUTH 00 DEGREES 31 MINUTES 33 SECONDS WEST, A DISTANCE OF 145.47 FEET;  
 THENCE NORTH 83 DEGREES 36 MINUTES 01 SECONDS WEST, A DISTANCE OF 652.26 FEET TO A POINT ON THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 18 AND FROM WHICH POINT, THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 18, BEARS SOUTH 00 DEGREES 07 MINUTES 40 SECONDS EAST, 26.08 FEET DISTANT THEREFROM;  
 THENCE NORTH 00 DEGREES 07 MINUTES 40 SECONDS WEST, ALONG THE SAID NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 18, A DISTANCE OF 1056.15 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 18;  
 THENCE NORTH 00 DEGREES 07 MINUTES 40 SECONDS EAST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 18, A DISTANCE OF 42.90 FEET;  
 THENCE SOUTH 89 DEGREES 58 MINUTES 09 SECONDS WEST, A DISTANCE OF 1319.12 FEET TO A POINT ON THE WESTERLY LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18 AND FROM WHICH POINT THE SOUTHWEST CORNER OF THE SAID EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, BEARS SOUTH 00 DEGREES 01 MINUTES 50 SECONDS EAST, 35.95 FEET DISTANT THEREFROM;  
 THENCE NORTH 00 DEGREES 01 MINUTES 50 SECONDS WEST, ALONG THE WESTERLY LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 2280.96 FEET TO A POINT FROM WHICH THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18 BEARS NORTH 00 DEGREES 01 MINUTES 50 SECONDS WEST, 326.19 FEET DISTANT THEREFROM;  
 THENCE SOUTH 55 DEGREES 30 MINUTES 57 SECONDS EAST, A DISTANCE OF 672.39 FEET;  
 THENCE SOUTH 17 DEGREES 49 MINUTES 17 SECONDS EAST, A DISTANCE OF 209.68 FEET;  
 THENCE SOUTH 12 DEGREES 16 MINUTES 48 SECONDS WEST, A DISTANCE OF 777.07 FEET;  
 THENCE SOUTH 20 DEGREES 29 MINUTES 58 SECONDS WEST, A DISTANCE OF 578.18 FEET;  
 THENCE SOUTH 12 DEGREES 29 MINUTES 15 SECONDS WEST, A DISTANCE OF 79.24 FEET;  
 THENCE SOUTH 88 DEGREES 33 MINUTES 05 SECONDS WEST, A DISTANCE OF 144.86 FEET;  
 THENCE SOUTH 26 DEGREES 58 MINUTES 05 SECONDS EAST, A DISTANCE OF 182.94 FEET;  
 THENCE SOUTH 69 DEGREES 00 MINUTES 35 SECONDS EAST, A DISTANCE OF 182.94 FEET;  
 THENCE NORTH 89 DEGREES 58 MINUTES 09 SECONDS EAST, A DISTANCE OF 1082.89 FEET;  
 THENCE SOUTH 49 DEGREES 32 MINUTES 49 SECONDS EAST, A DISTANCE OF 106.94 FEET;

THENCE SOUTH 09 DEGREES 03 MINUTES 48 SECONDS EAST, A DISTANCE OF 82.81 FEET;  
THENCE NORTH 80 DEGREES 56 MINUTES 12 SECONDS EAST, A DISTANCE OF 140.00 FEET;  
THENCE SOUTH 09 DEGREES 03 MINUTES 48 SECONDS EAST, A DISTANCE OF 399.96 FEET;  
THENCE SOUTH 12 DEGREES 47 MINUTES 54 SECONDS EAST, A DISTANCE OF 197.02 FEET;  
THENCE SOUTH 24 DEGREES 49 MINUTES 21 SECONDS EAST, A DISTANCE OF 95.53 FEET;  
THENCE SOUTH 89 DEGREES 33 MINUTES 06 SECONDS EAST, A DISTANCE OF 243.93 FEET;  
THENCE NORTH 00 DEGREES 26 MINUTES 54 SECONDS EAST, A DISTANCE OF 853.14 FEET;  
THENCE SOUTH 89 DEGREES 33 MINUTES 06 SECONDS EAST, A DISTANCE OF 155.35 FEET;  
THENCE SOUTH 87 DEGREES 32 MINUTES 27 SECONDS EAST, A DISTANCE OF 169.04 FEET;  
THENCE SOUTH 71 DEGREES 14 MINUTES 01 SECONDS EAST, A DISTANCE OF 204.51 FEET;  
THENCE SOUTH 55 DEGREES 04 MINUTES 46 SECONDS EAST, A DISTANCE OF 152.05 FEET;  
THENCE SOUTH 11 DEGREES 56 MINUTES 49 SECONDS EAST, A DISTANCE OF 219.95 FEET;  
THENCE SOUTH 35 DEGREES 58 MINUTES 31 SECONDS WEST, A DISTANCE OF 415.21 FEET;  
THENCE SOUTH 87 DEGREES 06 MINUTES 57 SECONDS WEST, A DISTANCE OF 261.63 FEET;  
THENCE SOUTH 27 DEGREES 58 MINUTES 28 SECONDS WEST, A DISTANCE OF 173.77 FEET;  
THENCE SOUTH 06 DEGREES 58 MINUTES 22 SECONDS EAST, A DISTANCE OF 161.74 FEET;  
THENCE SOUTH 49 DEGREES 59 MINUTES 29 SECONDS EAST, A DISTANCE OF 144.04 FEET;  
THENCE NORTH 80 DEGREES 26 MINUTES 38 SECONDS EAST, A DISTANCE OF 250.00 FEET;  
THENCE NORTH 73 DEGREES 22 MINUTES 27 SECONDS EAST, A DISTANCE OF 167.77 FEET;  
THENCE NORTH 51 DEGREES 25 MINUTES 34 SECONDS EAST, A DISTANCE OF 164.62 FEET;  
THENCE NORTH 42 DEGREES 51 MINUTES 08 SECONDS EAST, A DISTANCE OF 270.24 FEET;  
THENCE NORTH 50 DEGREES 35 MINUTES 33 SECONDS EAST, A DISTANCE OF 122.40 FEET;  
THENCE SOUTH 38 DEGREES 00 MINUTES 36 SECONDS EAST, A DISTANCE OF 121.13 FEET;  
THENCE NORTH 51 DEGREES 13 MINUTES 32 SECONDS EAST, A DISTANCE OF 205.68 FEET;

THENCE NORTH 43 DEGREES 54 MINUTES 52 SECONDS EAST, A DISTANCE OF 141.26 FEET;  
THENCE NORTH 36 DEGREES 36 MINUTES 11 SECONDS EAST, A DISTANCE OF 316.20 FEET;  
THENCE NORTH 35 DEGREES 24 MINUTES 06 SECONDS WEST, A DISTANCE OF 109.12 FEET;  
THENCE NORTH 62 DEGREES 00 MINUTES 11 SECONDS EAST, A DISTANCE OF 262.83 FEET;  
THENCE SOUTH 89 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 164.74 FEET TO THE POINT OF BEGINNING.

**PARCEL 2**

ALL THAT PORTION OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, LYING SOUTH OF THE RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD.

**PARCEL 3**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, T. 4 S., R. 3 E., G. & S. R. B. & M., PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER, OF SAID SECTION 22, BEING A BRASS CAP IN A HANDHOLE;  
THENCE S 89° 41' 55" E A DISTANCE OF 620.48 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22;  
THENCE N. 00° 19' 43" E A DISTANCE OF 33.00 FEET TO THE PRESENT RIGHT OF WAY LINE OF HONEYCUTT DRIVE (33' R/W), AND THE SOUTHWEST CORNER OF THE EAST 1.55 FEET OF LOT 20, BLOCK 11, NORTH ADDITION TO MARICOPA AS RECORDED IN BOOK 3 OF MAPS, P. 12, PCR, BEING THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING N. 00° 19' 43" E. A DISTANCE OF 140.00 FEET;  
THENCE S. 89° 41' 55" E. A DISTANCE OF 339.91 FEET, ALONG THE NORTH LINE OF THE EAST 1.55 FEET OF LOT 20 AND OF LOTS 21 THROUGH 32 OF BLOCK 11, NORTH ADDITION TO MARICOPA TO THE MONUMENT LINE OF BELMONT AVENUE, AS ABANDONED IN DOCKET 584, P. 244, PCR;  
THENCE S. 00° 17' 00" W. A DISTANCE OF 140.00 FEET ALONG SAID MONUMENT LINE OF ABANDONED BELMONT AVENUE;  
THENCE N. 89° 41' 55" W. A DISTANCE OF 340.02 FEET ALONG THE PRESENT NORTH RIGHT OF WAY LINE OF HONEYCUTT DRIVE TO THE TRUE POINT OF BEGINNING.

**PARCEL 4**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, T. 4 S., R. 3 E., G. & S. R. B. & M., PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 22, BEING A BRASS CAP IN A HANDHOLE;

THENCE S. 89° 41' 55" E. A DISTANCE OF 620.48 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22;

THENCE N. 00° 19' 43" E. A DISTANCE OF 33.00 FEET TO THE PRESENT RIGHT OF WAY LINE OF HONEYCUTT DRIVE (33' R/W), AND THE SOUTHWEST CORNER OF THE EAST 1.55 FEET OF LOT 20, BLOCK 11, NORTH ADDITION TO MARICOPA AS RECORDED IN BOOK 3 OF MAPS P. 12, PCR;

THENCE, CONTINUING N. 00° 19' 43" E. A DISTANCE OF 140.00 FEET;

THENCE S. 89° 41' 55" E. A DISTANCE OF 339.91 FEET ALONG THE NORTH LINE OF THE EAST 1.55 FEET OF LOT 20 AND OF LOTS 21 THROUGH 32 OF BLOCK 11, NORTH ADDITION TO MARICOPA TO THE MONUMENT LINE OF BELMONT AVENUE, AS ABANDONED IN DOCKET 584, P. 244, PCR, AND THE TRUE POINT OF BEGINNING;

THENCE, CONTINUING S. 89° 41' 55" E. A DISTANCE OF 352.96 FEET;

THENCE S. 00° 08' 56" W. A DISTANCE OF 140.00 FEET TO A POINT IN THE NORTH RIGHT OF WAY LINE OF HONEYCUTT ROAD (33' R/W);

THENCE N. 89° 41' 55" W. A DISTANCE OF 353.29 FEET TO THE MONUMENT LINE OF BELMONT AVENUE, AS ABANDONED IN DOCKET 584, P. 244, PCR;

THENCE N. 00° 17' 00" E. A DISTANCE OF 140.00 FEET ALONG SAID MONUMENT LINE OF ABANDONED BELMONT AVENUE TO THE TRUE POINT OF BEGINNING.

#### PARCEL 5

THE EAST HALF OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

#### PARCEL 6

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36, FROM WHICH THE NORTHEAST CORNER THEREOF BEARS NORTH 00 DEGREES 14 MINUTES 52 SECONDS EAST, A DISTANCE OF 5364.46 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 51 SECONDS WEST, A DISTANCE OF 55.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 56 MINUTES 51 SECONDS WEST, A DISTANCE OF 1851.97 FEET;

THENCE NORTH 53 DEGREES 52 MINUTES 10 SECONDS WEST, A DISTANCE OF 900.93 FEET;

THENCE NORTH 00 DEGREES 26 MINUTES 58 SECONDS EAST, A DISTANCE OF 2150.13 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 56 SECONDS WEST, A DISTANCE OF 1315.04 FEET;

THENCE NORTH 00 DEGREES 33 MINUTES 29 SECONDS EAST, A DISTANCE OF 2597.07 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 51 SECONDS EAST, A DISTANCE OF 110.01 FEET;  
THENCE NORTH 00 DEGREES 33 MINUTES 29 SECONDS EAST, A DISTANCE OF 22.00 FEET;  
THENCE NORTH 89 DEGREES 53 MINUTES 51 SECONDS EAST, A DISTANCE OF 3370.59 FEET;  
THENCE SOUTH 00 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 200.00 FEET;  
THENCE NORTH 89 DEGREES 53 MINUTES 51 SECONDS EAST, A DISTANCE OF 338.44 FEET;  
THENCE SOUTH 00 DEGREES 14 MINUTES 52 SECONDS WEST, A DISTANCE OF 1038.72 FEET;  
THENCE NORTH 89 DEGREES 06 MINUTES 08 SECONDS WEST, A DISTANCE OF 30.00 FEET;  
THENCE SOUTH 00 DEGREES 14 MINUTES 52 SECONDS WEST, A DISTANCE OF 30.00 FEET;  
THENCE NORTH 89 DEGREES 06 MINUTES 08 SECONDS WEST, A DISTANCE OF 2056.68 FEET;  
THENCE SOUTH 00 DEGREES 52 MINUTES 00 SECONDS WEST, A DISTANCE OF 1288.39 FEET;  
THENCE SOUTH 89 DEGREES 40 MINUTES 40 SECONDS EAST, A DISTANCE OF 1377.63 FEET;  
THENCE NORTH 01 DEGREES 06 MINUTES 12 SECONDS WEST, A DISTANCE OF 100.00 FEET;  
THENCE SOUTH 89 DEGREES 40 MINUTES 40 SECONDS EAST, A DISTANCE OF 50.00 FEET;  
THENCE NORTH 01 DEGREES 06 MINUTES 12 SECONDS WEST, A DISTANCE OF 1149.81 FEET;  
THENCE SOUTH 89 DEGREES 06 MINUTES 08 SECONDS EAST, A DISTANCE OF 672.35 FEET;  
THENCE SOUTH 00 DEGREES 14 MINUTES 52 SECONDS WEST, A DISTANCE OF 30.00 FEET;  
THENCE SOUTH 89 DEGREES 06 MINUTES 08 SECONDS EAST, A DISTANCE OF 30.00 FEET;  
THENCE SOUTH 00 DEGREES 14 MINUTES 52 SECONDS WEST, A DISTANCE OF 2385.42 FEET;  
THENCE SOUTH 89 DEGREES 56 MINUTES 51 SECONDS EAST, A DISTANCE OF 55.00 FEET;  
THENCE SOUTH 00 DEGREES 14 MINUTES 52 SECONDS WEST, A DISTANCE OF 1600.01 FEET TO THE TRUE POINT OF BEGINNING.

**TOWNSHIP 4 SOUTH, RANGE 4 EAST, G&SRB&M, PINAL COUNTY, ARIZONA**

**PARCEL 1**

SECTION 33, TOWNSHIP 4 (FOUR) SOUTH, RANGE 4 (FOUR) EAST OF THE GILA AND SALT RIVER BASE MERIDIAN.

**TOWNSHIP 5 SOUTH, RANGE 2 EAST, G&SRB&M, PINAL COUNTY, ARIZONA**

**PARCEL 1**

THE SOUTH HALF OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

**PARCEL 2**

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY ARIZONA.

**PARCEL 3**

THE SOUTH HALF OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

**PARCEL 4**

THAT PORTION OF THE NORTH HALF OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA DESCRIBED AS FOLLOWS::

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 16;  
THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 2642.89 FEET;  
THENCE WEST A DISTANCE OF 1319.00 FEET;  
THENCE NORTH A DISTANCE OF 678.00 FEET;  
THENCE WEST A DISTANCE OF 614.70 FEET;  
THENCE N 32° 25' 59" WA DISTANCE OF 417.07 FEET;  
THENCE N 68° 20' 28" WA DISTANCE OF 581.41 FEET;  
THENCE N 18° 01' 03" WA DISTANCE OF 873.50 FEET;  
THENCE S 86° 13' 51"W A DISTANCE OF 631.79 FEET;  
THENCE N 42° 39' 04" W A DISTANCE OF 828.22 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16;  
THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 16 A DISTANCE OF 4159.50 FEET TO THE POINT OF BEGINNING.

**PARCEL 5**

THE NORTH HALF OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 2 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

**PARCEL 6**

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 2 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.



**PARCEL 7**

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 2 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

**PARCEL 8**

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20 TOWNSHIP 5 SOUTH RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY ARIZONA.

**PARCEL 9**

SECTION 21, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY ARIZONA,

EXCEPTING THEREFROM THAT PORTION THEREOF DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 21;  
THENCE N 00° 09' E ALONG THE WEST LINE OF SAID SECTION 21 A DISTANCE OF 2638.1 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 21;  
THENCE S 89° 56' E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 A DISTANCE OF 1402.3 FEET;  
THENCE S 01° 46' W A DISTANCE OF 750.70 FEET;  
THENCE S 13° 10' E A DISTANCE OF 556.8 FEET;  
THENCE S 46° 47' E A DISTANCE OF 382.8 FEET;  
THENCE S 53° 08' E TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 21;  
THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTH QUARTER CORNER OF SAID SECTION 21;  
THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 21 TO THE TRUE POINT OF BEGINNING.

**PARCEL 10**

SECTION 22, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY ARIZONA,

EXCEPTING THEREFROM THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER THEREOF; AND

EXCEPT A PARCEL OF LAND IN SECTION 22 DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID SECTION 22, EXCEPT THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER THEREOF THAT LIES WITHIN THE FOLLOWING DESCRIBED AREA:

BEGINNING AT A POINT IN THE SOUTH BOUNDARY OF SAID SECTION 22 THAT BEARS N 89° 52' 17" W 837.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 22;  
THENCE N 89° 52' 17" W 180.00 FEET ALONG THE SAID SOUTH BOUNDARY;  
THENCE N 00° 12' 06" W 1067.08 FEET;  
THENCE N 07° 49' 20" W 344.78 FEET;  
THENCE N 15° 26' 33" W 772.29 FEET;  
THENCE N 07° 46' 42" B 2002.56 FEET;  
THENCE N 34° 25' 06" B 1384.65 FEET TO THE NORTH BOUNDARY OF SAID SECTION 22;  
THENCE S 89° 52' 15" E 217.86 FEET ALONG THE NORTH BOUNDARY TO A POINT THAT BEARS N 89° 52' 15" W 27.45 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 22;  
THENCE S 34° 25' 06" W 1057.55 FEET;  
THENCE S 21° 05' 54" W 792.54 FEET;  
THENCE S 07° 46' 42" W 1203.44 FEET;  
THENCE S 03° 49' 55" E 611.82 FEET;  
THENCE S 15° 26' 33" E 621.02 FEET;  
THENCE S 00° 12' 06" E 1266.13 FEET TO THE POINT OF BEGINNING.

**PARCEL 11**

THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

**PARCEL 12**

ALL OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA AND IS DESCRIBED AS FOLLOWS:

EXCEPT THE SOUTH 188.00 FEET OF THE WEST 333.16 FEET THEREOF.

**PARCEL 13**

THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE EAST HALF OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA

ALONG WITH:

THE EAST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE EAST HALF OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA

**PARCEL 14**

THE EAST HALF OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA,

EXCEPT THE NORTH HALF OF THE NORTH HALF THEREOF, AND

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26;  
THENCE N 00° 00' 35"E ALONG THE EAST LINE OF SAID SECTION 2383.90 FEET;  
THENCE S 89° 39' 20" W 123.00 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING S 89° 39' 20" W 677.00 FEET;  
THENCE N 01° 57' 00" W 72.22 FEET;  
THENCE S 89° 35' 30" W 531.48 FEET;  
THENCE N 00° 25' 00" W 440.50 FEET;  
THENCE N 89° 35' 23" E 1214.23 FEET;  
THENCE S 00° 00' 35" W 513.50 FEET TO THE POINT OF BEGINNING.

**PARCEL 15**

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4 INCH PIPE MARKING THE CENTER QUARTER CORNER OF SAID SECTION 27, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION, 27, BEARS NORTH 89 DEGREES 53 MINUTES 18 SECONDS EAST, A DISTANCE OF 2640.20 FEET, AND FROM WHICH A 1/2 INCH PIPE MARKING THE NORTH QUARTER CORNER OF SAID SECTION 27 BEARS NORTH 00 DEGREES 04 MINUTES 15 SECONDS EAST, A DISTANCE OF 2639.75 FEET;  
THENCE NORTH 89 DEGREES 53 MINUTES 18 SECONDS EAST, ALONG THE SOUTH BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 30.00 FEET TO A 5/8 INCH REBAR WITH ALUMINUM CAP RLS #37512 AND THE POINT OF BEGINNING;  
THENCE NORTH 00 DEGREES 04 MINUTES 15 SECONDS EAST, PARALLEL TO AND 30.00 FEET EAST OF THE WEST. BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 880.43 FEET TO A 5/8 INCH REBAR WITH ALUMINUM CAP RLS #37512;  
THENCE NORTH 89 DEGREES 55 MINUTES 03 SECONDS EAST, A DISTANCE OF 272.23 FEET TO A SET 5/8 INCH REBAR WITH ALUMINUM CAP RLS #37512;  
THENCE SOUTH 49 DEGREES 51 MINUTES 20 SECONDS EAST, A DISTANCE OF 1231.45 FEET TO A SET 5/8 INCH REBAR WITH ALUMINUM CAP RLS #37512;  
THENCE SOUTH 06 DEGREES 43 MINUTES 50 SECONDS WEST, ALONG THE WEST BOUNDARY OF THE SANTA ROSA CANAL RIGHT-OF-WAY, A DISTANCE OF 85.12 FEET TO A 5/8 INCH REBAR WITH ALUMINUM CAP RLS #37512;  
THENCE SOUTH 89 DEGREES 53 MINUTES 18 SECONDS WEST, ALONG THE SOUTH BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF

1204.69 FEET TO A 5/8 INCH REBAR WITH ALUMINUM CAP RLS #37512 AND THE POINT OF BEGINNING.

**PARCEL 16**

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 27;  
THENCE N 89° 27' E ALONG THE NORTH LINE OF SAID SECTION 27 A DISTANCE OF 1532.8 FEET;  
THENCE S 10° 27' W A DISTANCE OF 982.1 FEET;  
THENCE S 82° 38' W A DISTANCE OF 844.2 FEET;  
THENCE N 85° 41' W A DISTANCE OF 512.7 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 27;  
THENCE N 00° 21' W ALONG SAID WEST LINE A DISTANCE OF 1020.4 FEET TO THE POINT OF BEGINNING.

**PARCEL 17**

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 28 TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 28;  
THENCE S 00° 21' E ALONG THE EAST LINE OF SAID SECTION 28 A DISTANCE OF 1020.4 FEET;  
THENCE N 85° 41' W A DISTANCE OF 56.1 FEET;  
THENCE N 78° 07' W A DISTANCE OF 613.3 FEET;  
THENCE N 68° 21' W A DISTANCE OF 962.2 FEET;  
THENCE N 72° 25' W A DISTANCE OF 568.6 FEET;  
THENCE N 36° 19' W A DISTANCE OF 430.5 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 28;  
THENCE N 89° 34' E ALONG SAID NORTH LINE A DISTANCE OF 2340.1 FEET TO THE POINT OF BEGINNING.

**PARCEL 18**

A PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34, SAID POINT BEING THE TRUE POINT OF BEGINNING;  
THENCE NORTH 89 DEGREES 58 MINUTES 17 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 1220.32 FEET;  
THENCE SOUTH 00 DEGREES 09 MINUTES 51 SECONDS WEST, A DISTANCE OF 1265.92 FEET;

THENCE SOUTH 75 DEGREES 05 MINUTES 27 SECONDS WEST, A DISTANCE OF 1263.46 FEET;  
THENCE NORTH 00 DEGREES 09 MINUTES 09 SECONDS EAST, A DISTANCE OF 1590.37 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 19**

A PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34;  
THENCE SOUTH 00 DEGREES 09 MINUTES 09 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 34, A DISTANCE OF 1590.37 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 75 DEGREES 05 MINUTES 27 SECONDS EAST, A DISTANCE OF 1263.46 FEET;  
THENCE NORTH 87 DEGREES 37 MINUTES 00 SECONDS EAST, A DISTANCE OF 1195.79 FEET;  
THENCE SOUTH 63 DEGREES 41 MINUTES 11 SECONDS WEST, A DISTANCE OF 253.90 FEET;  
THENCE SOUTH 61 DEGREES 11 MINUTES 57 SECONDS WEST, A DISTANCE OF 640.33 FEET;  
THENCE SOUTH 54 DEGREES 40 MINUTES 10 SECONDS WEST, A DISTANCE OF 687.99 FEET;  
THENCE SOUTH 01 DEGREES 56 MINUTES 31 SECONDS EAST, A DISTANCE OF 601.75 FEET;  
THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS WEST, A DISTANCE OF 1088.86;  
THENCE NORTH 00 DEGREES 09 MINUTES 09 SECONDS EAST, A DISTANCE OF 1045.38 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 20**

A PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34;  
THENCE SOUTH 00 DEGREES 09 MINUTES 09 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 34, A DISTANCE OF 2635.76 FEET.  
THENCE SOUTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, A DISTANCE OF 1088.86 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, A DISTANCE OF 1550.69 FEET;  
THENCE NORTH 00 DEGREES 10 MINUTES 33 SECONDS EAST, A DISTANCE OF 1532.16 FEET;  
THENCE SOUTH 63 DEGREES 41 MINUTES 11 SECONDS WEST, A DISTANCE OF 505.80 FEET;

THENCE SOUTH 61 DEGREES 11 MINUTES 57 SECONDS WEST, A DISTANCE OF 640.33 FEET;  
THENCE SOUTH 54 DEGREES 40 MINUTES 10 SECONDS WEST A DISTANCE OF 687.99 FEET;  
THENCE SOUTH 01 DEGREES 56 MINUTES 31 SECONDS EAST, A DISTANCE OF 601.75 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 21**

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

**PARCEL 22**

PARCEL A, OF RECORD OF SURVEY RECORDED IN BOOK 14 OF SURVEYS, PAGE 037, BEING THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH REBAR MARKING THE WEST QUARTER CORNER OF SECTION 34, FROM WHICH A 1/2 INCH REBAR MARKING THE CENTER QUARTER CORNER OF SECTION 34 BEARS SOUTH 89 DEGREES 59 MINUTES 33 SECONDS EAST DISTANCE OF 2639.86 FEET AND FROM WHICH A GENERAL LAND OFFICE BRASS CAP MARKING THE SOUTHWEST CORNER OF SECTION 34 BEARS SOUTH 00 DEGREES 03 MINUTES 28 SECONDS WEST A DISTANCE OF 2639.79 FEET, SAID WEST QUARTER CORNER ALSO BEING THE POINT OF BEGINNING;  
THENCE SOUTH 89 DEGREES 59 MINUTES 33 SECONDS EAST ALONG THE NORTH BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 2639.86 FEET TO A 1/2 INCH REBAR;  
THENCE SOUTH 00 DEGREES 04 MINUTES 41 SECONDS WEST ALONG THE EAST BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 1318.22 FEET TO A SET 5/8 INCH REBAR WITH ALUMINUM CAP RLS #37512;  
THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS WEST ALONG THE SOUTH BOUNDARY OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 2639.39 FEET TO A SET 5/8 INCH REBAR WITH ALUMINUM CAP RLS #37512;  
THENCE NORTH 00 DEGREES 03 MINUTES 28 SECONDS EAST ALONG THE WEST BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 34 A DISTANCE OF 1319.90 FEET TO A 1/2 INCH REBAR MARKING THE POINT OF BEGINNING;

**PARCEL 23**

THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, LYING SOUTH OF THE SANTA ROSA CANAL RIGHT OF WAY, SAID CANAL RIGHT OF WAY BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH BOUNDARY OF SAID SECTION 35 THAT BEARS NORTH 89°51'49" WEST 1392.40 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 35;  
 THENCE NORTH 89°51'49" WEST, 170.80 FEET ALONG SAID SOUTH BOUNDARY;  
 THENCE NORTH 24°42'09" WEST, 1572.50 FEET;  
 THENCE SOUTH 65°17'51" WEST 45.00 FEET;  
 THENCE NORTH 24°42'09" WEST 948.37 FEET;  
 THENCE NORTH 37°05'48" WEST 367.02 FEET;  
 THENCE NORTH 49°29'26" WEST 1721.04 FEET;  
 THENCE NORTH 36°47'17" WEST 1775.62 FEET TO THE WEST BOUNDARY OF SAID SECTION 35;  
 THENCE NORTH 00°18'30" EAST 181.33 FEET ALONG SAID WEST BOUNDARY TO THE NORTHWEST CORNER OF SAID SECTION 35;  
 THENCE SOUTH 89°51'25" EAST 144.65 FEET ALONG THE NORTH BOUNDARY OF SAID SECTION 35;  
 THENCE SOUTH 36°47'17" EAST 1705.89 FEET;  
 THENCE SOUTH 43°08'22" EAST 203.55 FEET;  
 THENCE SOUTH 49°29'26" EAST 1830.94 FEET;  
 THENCE SOUTH 24°42'09" EAST 1185.70 FEET;  
 THENCE SOUTH 65°17'51" WEST 25.00 FEET;  
 THENCE SOUTH 24°42'09" EAST 1644.24 FEET TO THE POINT OF BEGINNING.

#### PARCEL 24

THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, LYING SOUTH OF THE SANTA ROSA CANAL RIGHT OF WAY, SAID CANAL RIGHT OF WAY BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH BOUNDARY OF SAID SECTION 35 THAT BEARS NORTH 89°51'49" WEST 1392.40 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 35;  
 THENCE NORTH 89°51'49" WEST, 170.80 FEET ALONG SAID SOUTH BOUNDARY;  
 THENCE NORTH 24°42'09" WEST, 1572.50 FEET;  
 THENCE SOUTH 65°17'51" WEST 45.00 FEET;  
 THENCE NORTH 24°42'09" WEST 948.37 FEET;  
 THENCE NORTH 37°05'48" WEST 367.02 FEET;  
 THENCE NORTH 49°29'26" WEST 1721.04 FEET;  
 THENCE NORTH 36°47'17" WEST 1775.62 FEET TO THE WEST BOUNDARY OF SAID SECTION 35;  
 THENCE NORTH 00°18'30" EAST 181.33 FEET ALONG SAID WEST BOUNDARY TO THE NORTHWEST CORNER OF SAID SECTION 35;  
 THENCE SOUTH 89°51'25" EAST 144.65 FEET ALONG THE NORTH BOUNDARY OF SAID SECTION 35;  
 THENCE SOUTH 36°47'17" EAST 1705.89 FEET;  
 THENCE SOUTH 43°08'22" EAST 203.55 FEET;

THENCE SOUTH 49°29'26" EAST 1830.94 FEET;  
THENCE SOUTH 24°42'09" EAST 1185.70 FEET;  
THENCE SOUTH 65°17'51" WEST 25.00 FEET;  
THENCE SOUTH 24°42'09' EAST 1644.24 FEET TO THE POINT OF BEGINNING.

EXCEPT THE SOUTH 660 FEET OF THE WEST 1320 FEET THEREOF.

**PARCEL 25**

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA,

EXCEPT THE NORTH 660 FEET OF THE WEST 1320 FEET THEREOF.

**PARCEL 26**

THE NORTH 660 FEET OF THE WEST 1320 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

**TOWNSHIP 5 SOUTH, RANGE 3 EAST, G&SRB&M, PINAL COUNTY, ARIZONA**

**PARCEL 1**

THE EAST HALF; AND THE EAST 229.26 FEET OF THE SOUTH 950.00 FEET OF THE WEST HALF OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 12, FROM WHENCE THE EAST QUARTER CORNER OF SECTION 12 BEARS NORTH 00° 14' 01" EAST A DISTANCE OF 2703.75 FEET;  
THENCE NORTH 86° 57' 32" WEST ALONG THE SOUTH LINE OF SECTION 12 A DISTANCE OF 1630.97 FEET;  
THENCE NORTH 00° 14' 01" EAST PARALLEL WITH THE EAST LINE OF SECTION 12 A DISTANCE OF 950.00 FEET;  
THENCE SOUTH 86° 57' 32" EAST PARALLEL WITH THE SOUTH LINE OF SECTION 12 A DISTANCE OF 1630.97 FEET TO THE EAST LINE OF SECTION 12;  
THENCE SOUTH 00° 14' 01" WEST ALONG SAID EAST LINE A DISTANCE OF 950.00 FEET TO THE POINT OF BEGINNING.



**PARCEL 2**

SECTION 17, TOWNSHIP 5 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER  
BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

**PARCEL 3**

SECTION 18, TOWNSHIP 5 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER  
BASE AND MERIDIAN, PINAL COUNTY, ARIZONA,

EXCEPT THE EASTERLY 1015.75 FEET OF THE SOUTH 725.00 FEET OF THE  
SOUTHEAST QUARTER OF SAID SECTION 18.

**PARCEL 4**

THE EAST HALF OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 3 EAST, OF THE GILA  
AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA,

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID  
SECTION 19;

THENCE N 88°36' E 4200.00 FEET TO A POINT;

THENCE S 01° 24' E 40 FEET TO A POINT, SAID POINT BEING THE POINT OF  
BEGINNING;

THENCE S 33° 00' E 1505.00 FEET TO A POINT;

THENCE N 89°30' E 300.00 FEET TO A POINT;

THENCE N 00° 30' W 1287.02 FEET TO A POINT;

THENCE S 88° 36' W 1108.34 FEET TO A POINT, SAID POINT BEING THE POINT OF  
BEGINNING, AND

EXCEPT THAT PART OF THE EAST HALF OF SAID SECTION 19 DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 19;

THENCE SOUTHERLY ALONG THE NORTH-SOUTH MIDSECTION LINE, BEARING S  
00° 02' 22" E A DISTANCE OF 2940.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE EASTERLY BEARING N 89° 57' 38" E A DISTANCE OF 190.00 FEET TO  
A POINT;

THENCE SOUTHERLY BEARING S 00° 02' 22" E A DISTANCE OF 300.00 FEET TO A  
POINT;

THENCE WESTERLY BEARING S 89° 57' 38" W A DISTANCE OF 190.00 FEET TO A  
POINT;

THENCE NORTHERLY ALONG SAID MIDSECTION LINE BEARING N 00° 02' 22" W A  
DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

**PARCEL 5**

SECTION 20, TOWNSHIP 5 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER  
BASE AND MERIDIAN, PINAL COUNTY ARIZONA,

EXCEPT THE SOUTHWEST QUARTER THEREOF.

**PARCEL 6**

THAT PORTION OF SECTION 20 AND 29, TOWNSHIP 5 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, BEING MARKED BY A 2 INCH ALUMINUM CAP;  
THENCE NORTH 0 DEGREES 13 MINUTES 41 SECONDS WEST (BASIS OF BEARINGS) ALONG THE WESTERLY LINE OF SAID SECTION 20 . A DISTANCE OF 1452.53 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING NORTH 0 DEGREES 13 MINUTES 41 SECONDS WEST, 1305.42 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 20;  
THENCE NORTH 86 DEGREES 34 MINUTES 42 SECONDS EAST. 2666.64 FEET TO THE CENTER OF SECTION 20;  
THENCE SOUTH 0 DEGREES 07 MINUTES 22 SECONDS EAST. 2672.23 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 20;  
THENCE SOUTH 1 DEGREES 03 MINUTES 07 SECONDS WEST, ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 29, TOWNSHIP 5 SOUTH, RANGE 3 EAST, A DISTANCE OF 293.59 FEET;  
THENCE NORTH 88 DEGREES 56 MINUTES 53 SECONDS WEST, 1234.67 FEET TO A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 20, BEARS NORTH 88 DEGREES 56 MINUTES 53 SECONDS WEST, 1417.02 FEET DISTANT THEREFROM;  
THENCE NORTH 0 DEGREES 28 MINUTES 43 SECONDS WEST, 1449.25 FEET;  
THENCE NORTH 88 DEGREES 48 MINUTES 31 SECONDS WEST, 1418.76 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 7**

SECTION 28, TOWNSHIP 5 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY ARIZONA.

**PARCEL 8**

SECTION 29, TOWNSHIP 5 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY ARIZONA.

**PARCEL 9**

BEING A PORTION OF THE EAST HALF OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;  
 THENCE NORTH 89 DEGREES 26 MINUTES 45 SECONDS EAST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 1534.04 FEET TO A POINT FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 30 BEARS NORTH 89 DEGREES 26 MINUTES 45 SECONDS EAST 1160.22 FEET DISTANT THEREFROM;  
 THENCE SOUTH 0 DEGREES 28 MINUTES 22 SECONDS WEST ON A LINE PARALLEL WITH THE NORTH SOUTH MIDSECTION LINE OF SAID SECTION 30, A DISTANCE OF 1136.01 FEET TO THE TRUE POINT OF BEGINNING;  
 THENCE SOUTH 0 DEGREES 28 MINUTES 22 SECONDS WEST, CONTINUING ON THE LINE PARALLEL WITH THE NORTH-SOUTH MIDSECTION LINE OF SAID SECTION 30, A DISTANCE OF 1136.02 FEET;  
 THENCE SOUTH 89 DEGREES 26 MINUTES 45 SECONDS WEST, ON A LINE PARALLEL WITH THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 1534.04 FEET TO A POINT ON THE NORTH-SOUTH MIDSECTION LINE OF SAID SECTION 30 AND FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 30 BEARS SOUTH 0 DEGREES 28 MINUTES 22 SECONDS WEST 3212.69 FEET DISTANCE THEREFROM;  
 THENCE NORTH 0 DEGREES 28 MINUTES 22 SECONDS EAST, ALONG SAID NORTH-SOUTH MIDSECTION LINE OF SECTION 30, A DISTANCE OF 1136.02 FEET TO A POINT FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 30 BEARS NORTH 0 DEGREES 28 MINUTES 22 SECONDS EAST, 1136.01 FEET DISTANT THEREFROM;  
 THENCE NORTH 89 DEGREES 26 MINUTES 45 SECONDS EAST, ON A LINE PARALLEL WITH THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 1534.04 FEET TO THE TRUE POINT OF BEGINNING;

#### **PARCEL 10**

BEING A PORTION OF THE EAST HALF OF SECTION 30 TOWNSHIP 5 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;  
 THENCE NORTH 89 DEGREES 26 MINUTES 45 SECONDS EAST, ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 1534.04 FEET TO A POINT FROM WHICH THE NORTHEAST CORNER OF SECTION 30 BEARS NORTH 89 DEGREES 26 MINUTES 45 SECONDS EAST 1160.22 FEET DISTANT THEREFROM;  
 THENCE SOUTH 0 DEGREES 28 MINUTES 22 SECONDS WEST ON A LINE PARALLEL WITH THE NORTH SOUTH MIDSECTION LINE OF SAID SECTION 30, A DISTANCE OF 1136.01 FEET;  
 THENCE SOUTH 89 DEGREES 26 MINUTES 45 SECONDS WEST ON A LINE PARALLEL WITH THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 1534.04 FEET TO A POINT ON THE NORTH-SOUTH MIDSECTION

LINE OF SAID SECTION 30 FROM WHICH THE SOUTH QUARTER CORNER BEARS SOUTH 0 DEGREES 28 MINUTES 22 SECONDS WEST 4348.71 FEET DISTANT THEREFROM;  
THENCE NORTH 0 DEGREES 28 MINUTES 22 SECONDS EAST ALONG SAID NORTH-SOUTH MIDSECTION LINE OF SECTION 30 A DISTANCE OF 1136.01 FEET TO THE TRUE POINT OF BEGINNING;

**PARCEL 11**

ALL OF THE EAST HALF OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA,

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;  
THENCE SOUTH 0 DEGREES 57 MINUTES 26 SECONDS WEST ALONG THE EASTERLY LINE OF SAID SECTION 30, A DISTANCE OF 2272.46 FEET, AND FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 30 BEARS SOUTH 0 DEGREES 57 MINUTES 26 SECONDS WEST 485.81 FEET DISTANT THEREFROM;  
THENCE SOUTH 89 DEGREES 26 MINUTES 45 SECONDS WEST ON A LINE PARALLEL WITH THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 2675.04 FEET TO A POINT ON THE NORTH-SOUTH MIDSECTION LINE OF SAID SECTION 30 AND FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 30 BEARS SOUTH 0 DEGREES 28 MINUTES 22 SECONDS WEST 3212.69 FEET DISTANCE THEREFROM;  
THENCE NORTH 0 DEGREES 28 MINUTES 22 SECONDS EAST ALONG SAID NORTH-SOUTH MIDSECTION LINE OF SECTION 30, A DISTANCE OF 2272.03 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 30;  
THENCE NORTH 89 DEGREES 26 MINUTES 45 SECONDS EAST ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 2694.26 FEET TO THE POINT OF BEGINNING.

**PARCEL 12**

THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, TOGETHER WITH THE NORTH HALF OF THE NORTHWEST QUARTER THEREOF.

**TOWNSHIP 5 SOUTH, RANGE 4 EAST, G&SRB&M, PINAL COUNTY, ARIZONA**

**PARCEL 1**

THE WEST HALF OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

**PARCEL 2**

ALL OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA,

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 9;  
THENCE RUNNING EAST ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 9  
TO THE NORTHEAST CORNER OF SAID SECTION 9;  
THENCE RUNNING SOUTH ALONG THE EAST BOUNDARY LINE OF SAID SECTION 9,  
TO THE SOUTHEAST CORNER THEREOF;  
THENCE RUNNING IN A NORTHWESTERLY DIRECTION IN A STRAIGHT LINE TO  
THE NORTH QUARTER SECTION CORNER OF SAID SECTION 9, AND THE POINT OF  
BEGINNING, AND

EXCEPTING THAT PORTION OF THE NORTH HALF OF SECTION 9, TOWNSHIP 5  
SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,  
PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 9;  
THENCE SOUTH 00 DEGREES 02 MINUTES 11 SECONDS EAST ALONG THE WEST  
LINE OF SAID SECTION 9, A DISTANCE OF 1397.83 FEET TO A POINT, SAID POINT  
BEING THE NORTHWEST CORNER OF A CERTAIN PARCEL OF LAND AS RECORDED  
IN SPECIAL WARRANTY DEED. FEE NO. 2000-046959, PINAL COUNTY RECORDS;  
THENCE NORTH 89 DEGREES 52 MINUTES 49 SECONDS EAST ALONG THE NORTH  
LINE OF SAID PARCEL AND PROLONGATION THEREOF. A DISTANCE OF 3243.06  
FEET TO A POINT BEING ON A LINE FROM THE SOUTHEAST CORNER OF SAID  
SECTION 9, TO THE NORTH QUARTER CORNER OF SAID SECTION 9;  
THENCE NORTH 25 DEGREES 29 MINUTES 23 SECONDS WEST ALONG SAID LINE, A  
DISTANCE OF 1526.39 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 9;  
THENCE NORTH 89 DEGREES 42 MINUTES 42 SECONDS WEST ALONG THE NORTH  
LINE OF SAID SECTION 9, A DISTANCE OF 2587.10 FEET TO THE TRUE POINT OF  
BEGINNING; AND

EXCEPTING THEREFROM THAT PART OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 4  
EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY,  
ARIZONA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER  
OF SAID SECTION 9;  
THENCE NORTH 00 DEGREES 05 MINUTES 00 SECONDS EAST ALONG THE WEST  
LINE OF SAID SECTION 9, A DISTANCE OF 1895.09 FEET TO THE INTERSECTION OF  
SAID SECTION LINE WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE  
MARICOPA-CASA GRANDE HIGHWAY, AND THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 53 DEGREES 46 MINUTES 00 SECONDS EAST ALONG THE  
NORTHEASTERLY RIGHT OF WAY LINE OF SAID MARICOPA-CASA GRANDE  
HIGHWAY, A DISTANCE OF 40.88 FEET TO A POINT ON THE EASTERLY RIGHT OF  
WAY LINE OF HARTMAN ROAD;  
THENCE EAST A DISTANCE OF 920.00 FEET TO THE SOUTHEAST CORNER OF SAID  
PARCEL;

THENCE NORTH 00 DEGREES 05 MINUTES 00 SECONDS EAST A DISTANCE OF 2112.00 FEET TO A POINT;  
THENCE WEST A DISTANCE OF 953.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 9;  
THENCE SOUTH 00 DEGREES 05 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE OF SAID SECTION 9, A DISTANCE OF 2087.87 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPTING THEREFROM THAT PORTION OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, LYING SOUTH AND WEST OF THE MARICOPA-CASA GRANDE HIGHWAY NORTHEASTERLY RIGHT OF WAY LINE.

#### PARCEL 3

THAT PART OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN. PINAL COUNTRY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9, MEASURE NORTHERLY, ALONG THE SECTION LINE, BEARING NORTH 00 DEGREES 05 MINUTES EAST, A DISTANCE OF 1895.09 FEET TO THE INTERSECTION OF SAID SECTION LINE AND THE NORTHEAST RIGHT OF WAY OF THE MARICOPA-CASA GRANDE HIGHWAY, A COUNTY ROAD, PARALLEL TO THE SOUTHERN PACIFIC RAILROAD, TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 53 DEGREES 46 MINUTES EAST, ALONG THE NORTHEASTERLY RIGHT OF WAY OF SAID MARICOPA-CASA GRANDE HIGHWAY, A DISTANCE OF 40.88 FEET TO A POINT ON THE EASTERN 33 FOOT RIGHT OF WAY LINE OF HARTMAN ROAD;  
THENCE EAST, A DISTANCE OF 920.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY;  
THENCE NORTH 00 DEGREES 05 MINUTES EAST, A DISTANCE OF 2112.00 FEET TO A POINT;  
THENCE WEST, A DISTANCE OF 953.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 9,  
THENCE SOUTH 00 DEGREES 05 MINUTES WEST, ALONG THE WEST LINE OF SAID SECTION 9, A DISTANCE OF 2087.87 FEET TO THE TRUE POINT OF BEGINNING.

#### PARCEL 4

THE EAST HALF OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN. PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE PINAL COUNTY ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 10, FROM WHICH THE 3/4" IRON PIPE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 10 BEARS NORTH 89°46'24" WEST. A DISTANCE OF 2,600.33 FEET;  
THENCE NORTH 89°46'24" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10. A DISTANCE OF 893.01 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 893.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10;  
THENCE NORTH 00°05'09" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 682.91 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 682.90 FEET NORTHERLY. AS MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10;  
THENCE SOUTH 89°46'24" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 893.01 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10;  
THENCE SOUTH 00°05'09" EAST, ALONG SAID EAST LINE, A DISTANCE OF 682.91 FEET TO THE POINT OF BEGINNING.

#### **PARCEL 5**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 4 EAST, OF THE G11A AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE PINAL COUNTY ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 10, FROM WHICH THE 3/4" IRON PIPE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 10 BEARS NORTH 89°46'24" WEST, A DISTANCE OF 2,600.33 FEET;  
THENCE NORTH 89°46'24" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 893.01 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 893.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10;  
THENCE NORTH 00°05'09" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 682.91 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 682.90 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10;  
THENCE SOUTH 89°46'24" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 893.01 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10;  
THENCE SOUTH 00°05'09" EAST, ALONG SAID EAST LINE, A DISTANCE OF 682.91 FEET TO THE POINT OF BEGINNING.

#### **PARCEL 6**

THAT PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE G.L.O. BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 11, FROM WHICH THE G.L.O. BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 11 BEARS SOUTH 89°36'56" EAST, A DISTANCE OF 5,205.12 FEET;  
 THENCE SOUTH 89°36'56" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1,442.52 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 1,160.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11;  
 THENCE SOUTH 00°06'40" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,428.97 FEET;  
 THENCE NORTH 89°53'20" EAST, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 1,160.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11;  
 THENCE SOUTH 00°06'40" EAST, ALONG SAID EAST LINE, A DISTANCE OF 290.32 FEET TO THE CENTER OF SAID SECTION 11;  
 THENCE CONTINUING SOUTH 00°06'40" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1,616.78 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 1,092.80 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11;  
 THENCE NORTH 89°20'40" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,604.60 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11;  
 THENCE NORTH 00°05'09" WEST, DEPARTING SAID PARALLEL LINE ALONG SAID WEST LINE, A DISTANCE OF 1,610.40 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 11;  
 THENCE CONTINUING NORTH 00°05'09" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2,703.30 FEET TO THE POINT OF BEGINNING.

#### PARCEL 7

THAT PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE G.L.O. BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 11, FROM WHICH THE G.L.O. BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 11 BEARS SOUTH 89°36'56" EAST, A DISTANCE OF 5,205.12 FEET;  
 THENCE SOUTH 89°36'56" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1,442.52 FEET TO THE TRUE POINT OF BEGINNING;  
 THENCE CONTINUING SOUTH 89°36'56" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 500.02 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 660.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11;



THENCE SOUTH 00°06'40" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1,924.64 FEET;  
THENCE NORTH 89°53'20" EAST, A DISTANCE OF 660.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11;  
THENCE SOUTH 00°06'40" EAST, ALONG SAID WEST LINE, A DISTANCE OF 500.00 FEET;  
THENCE SOUTH 89°53'20" WEST, A DISTANCE OF 1,160.09 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 1,160.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11;  
THENCE NORTH 00°06'40" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,428.97 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 8**

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE 3/4" IRON PIPE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 11;  
THENCE NORTH 89°20'40" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2,605.08 FEET TO THE G.L.O. BRASS CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 11;  
THENCE NORTH 00°05'09" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1,092.89 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 1,092.80 FEET NORTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11;  
THENCE SOUTH 89°20'40" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 2,604.60 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11;  
THENCE SOUTH 00°06'40" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1,092.90 FEET TO THE POINT OF BEGINNING.

**TOWNSHIP 6 SOUTH, RANGE 2 EAST, G&SRB&M, PINAL COUNTY, ARIZONA**

**PARCEL 1**

SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA,

EXCEPT THE WEST HALF OF THE SOUTHWEST QUARTER THEREOF, AND EXCEPT THE SOUTH 285 FEET OF GOVERNMENT LOT 6.

**PARCEL 2**

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

**PARCEL 3**

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA.

**PARCEL 4**

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

**PARCEL 5**

THE WEST 330.07 FEET OF THE EAST 990.22 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

**PARCEL 6**

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA;

EXCEPT THE NORTH 75 FEET OF THE EAST 75 FEET THEREOF.

**PARCEL 7**

THAT PORTION OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

GOVERNMENT LOTS 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, THE NORTH HALF OF THE NORTHEAST QUARTER OF GOVERNMENT LOT 17, THE SOUTHEAST QUARTER OF GOVERNMENT LOT 17, 21, 22, 23, AND 24.

**PARCEL 8**

A PORTION OF LOT 19 OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, BEING APPROXIMATELY THE EAST 660 FEET OF THE WEST 3960 FEET OF THE NORTH 330

FEET OF THE SOUTH 990 FEET OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

**PARCEL 9**

THAT PORTION OF SECTION 13 OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

GOVERNMENT LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12, EXCEPT THAT PORTION OF THE SANTA ROSA CANAL LYING WITHIN SAID GOVERNMENT LOTS 4, 5, 9 AND 10.

**PARCEL 10**

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 TOWNSHIP 6 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA,

EXCEPT THE SOUTH 659.91 FEET THEREOF.

MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A 5/8" REBAR WITH ALUMINUM CAP LS #17258 MARKING THE SOUTHEAST CORNER OF SECTION 22 FROM WHICH A 5/8" REBAR WITH ALUMINUM CAP LS #17258 MARKING THE SOUTH QUARTER CORNER OF SECTION 22 BEARS SOUTH 89°56'54" WEST A DISTANCE OF 2637.18 FEET AND FROM WHICH A 1/2" REBAR WITH TAG LS #5713 MARKING THE EAST QUARTER CORNER OF SECTION 22 BEARS NORTH 00°04'03" WEST A DISTANCE OF 2640.90 FEET. THENCE NORTH 00°04'03" WEST ALONG THE EAST BOUNDARY OF THE SOUTHEAST QUARTER OF SECTION 22 A DISTANCE OF 659.91 FEET TO A SET NAIL (MONUMENTED 33.00 FEET WEST BY A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512) MARKING THE SOUTHEAST CORNER OF PARCEL "A" AND THE POINT OF BEGINNING;

THENCE SOUTH 89°56'54" WEST PARALLEL TO AND 659.91 FEET NORTH OF THE SOUTH BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 A DISTANCE OF 1318.64 FEET TO A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512 MARKING THE SOUTHWEST CORNER OF PARCEL "A"; THENCE NORTH 00°04'20" WEST ALONG THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 A DISTANCE OF 660.77 FEET TO A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512 MARKING THE NORTHWEST CORNER OF PARCEL "A"; THENCE NORTH 89°57'31" EAST ALONG THE NORTH BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 A DISTANCE OF 1318.70 FEET TO A SET NAIL (MONUMENTED 33.00 FEET WEST BY A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512) MARKING THE NORTHEAST CORNER OF PARCEL "A"; THENCE SOUTH 00°04'03" EAST ALONG THE EAST BOUNDARY OF THE SOUTHEAST QUARTER OF SECTION 22 A DISTANCE OF 660.53 FEET TO A SET NAIL

(MONUMENTED 33.00 FEET WEST BY A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512) MARKING THE SOUTHEAST CORNER OF PARCEL "A" AND THE POINT OF BEGINNING;

#### **PARCEL 11**

THE SOUTH 659.91 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 TOWNSHIP 6 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A 5/8" REBAR WITH ALUMINUM CAP LS #17258 MARKING THE SOUTHEAST CORNER OF SECTION 22 FROM WHICH A 5/8" REBAR WITH ALUMINUM CAP LS #17258 MARKING THE SOUTH QUARTER CORNER OF SECTION 22 BEARS SOUTH 89°56'54" WEST A DISTANCE OF 2637.18 FEET AND FROM WHICH A 1/2" REBAR WITH TAG LS #5713 MARKING THE EAST QUARTER CORNER OF SECTION 22 BEARS NORTH 00°04'03" WEST A DISTANCE OF 2640.90 FEET, SAID SOUTHEAST CORNER ALSO BEING THE SOUTHEAST CORNER OF PARCEL "B" AND THE POINT OF BEGINNING

THENCE SOUTH 89°56'54" WEST ALONG THE SOUTH BOUNDARY OF THE SOUTHEAST QUARTER OF SECTION 22 A DISTANCE OF 1318.59 FEET TO A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512;  
THENCE NORTH 00°04'20" WEST ALONG THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 A DISTANCE OF 659.91 FEET TO A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512 MARKING THE NORTHWEST CORNER OF PARCEL "B";  
THENCE NORTH 89°56'54" EAST PARALLEL TO AND 659.91 FEET NORTH OF THE SOUTH BOUNDARY OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22 A DISTANCE OF 1318.64 FEET TO A SET NAIL (MONUMENTED 33.00 FEET WEST BY A SET 5/8" REBAR WITH ALUMINUM CAP RLS #37512) MARKING THE NORTHEAST CORNER OF PARCEL "B";  
THENCE SOUTH 00°04'03" EAST ALONG THE EAST BOUNDARY OF THE SOUTHEAST QUARTER OF SECTION 22 A DISTANCE OF 659.91 FEET TO A 5/8" REBAR WITH ALUMINUM CAP LS #17258 MARKING THE SOUTHEAST CORNER OF PARCEL "B" AND THE POINT OF BEGINNING.

#### **PARCEL 12**

LOT 9 IN SECTION 24, TOWNSHIP 6 SOUTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, BEING APPROXIMATELY THE SOUTH 1320 FEET OF THE NORTH 2640 FEET OF THE WEST 1320 FEET OF THE EAST HALF OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

**TOWNSHIP 6 SOUTH, RANGE 3 EAST, G&SRB&M, PINAL COUNTY, ARIZONA**

**PARCEL 1**

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA

**PARCEL 2**

THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28 TOWNSHIP 6 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY. ARIZONA;

EXCEPT THE WEST 660.15 FEET THEREOF, AND

EXCEPT THAT PORTION AS CONVEYED TO THE UNITED STATES OF AMERICA, IN DOCKET 1362 PAGE 175 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 28, THAT BEARS NORTH 00 DEGREES 07 MINUTES 38 SECONDS EAST A DISTANCE OF 1286.28 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 28;  
THENCE NORTH 54 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 1934.93 FEET;  
THENCE NORTH 21 DEGREES 45 MINUTES 47 SECONDS WEST A DISTANCE OF 262.47 FEET TO A POINT IN THE EAST-WEST MID-SECTION LINE OF SAID SECTION 28 THAT BEARS NORTH 89 DEGREES 53 MINUTES 38 SECONDS EAST 959.17 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 28;  
THENCE NORTH 89 DEGREES 53 MINUTES 38 SECONDS EAST A DISTANCE OF 361.74 FEET ALONG SAID EAST-WEST MID-SECTION LINE TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28;  
THENCE SOUTH 00 DEGREES 06 MINUTES 36 SECONDS WEST A DISTANCE OF 43.06 FEET ALONG THE EAST BOUNDARY OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;  
THENCE SOUTH 46 DEGREES 34 MINUTES 57 SECONDS EAST A DISTANCE OF 255.97 FEET;  
THENCE SOUTH 54 DEGREES 51 MINUTES 21 SECONDS EAST A DISTANCE OF 1386.21 FEET TO A POINT IN THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 28;  
THENCE SOUTH 00 DEGREES 07 MINUTES 38 SECONDS WEST A DISTANCE OF 341.89 FEET ALONG SAID NORTH-SOUTH MID-SECTION LINE TO THE POINT OF BEGINNING, AND

EXCEPTING THEREFROM THAT PORTION OF THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 28 , DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28, BEING A 2 INCH ALUMINUM CAP;  
THENCE SOUTH 00 DEGREES 07 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 28. A DISTANCE OF 1320.02 FEET TO A POINT ON THE SOUTH LINE OF THE SAID NORTH HALF;  
THENCE NORTH 89 DEGREES 59 MINUTES 23 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 660.26 FEET TO A 1/2 INCH IRON PIN IN CONCRETE, TAGGED LS 5713;  
THENCE NORTH 89 DEGREES 57 MINUTES 54 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 00 DEGREES 07 MINUTES 26 SECONDS EAST A DISTANCE OF 606.44 FEET;  
THENCE NORTH 31 DEGREES 21 MINUTES 48 SECONDS EAST A DISTANCE OF 104.57 FEET;  
THENCE NORTH 89 DEGREES 57 MINUTES 54 SECONDS EAST PARALLEL TO SAID SOUTH LINE A DISTANCE AT 576.01  
THENCE SOUTH 00 DEGREES 08 MINUTES 55 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 35.00 FEET TO A 1 INCH OPEN PIPE;  
THENCE CONTINUING SOUTH 00 DEGREES 08 MINUTES 55 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 660.70 FEET TO A 1 INCH OPEN IRON PIPE, SAID PIPE BEING ON SAID SOUTH LINE;  
THENCE SOUTH 89 DEGREES 57 MINUTES 54 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 629.95 FEET TO THE POINT OF BEGINNING.

**PARCEL 3**

THE SOUTH HALF OF THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY ARIZONA.

**PARCEL 4**

THE NORTH HALF OF THE SOUTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.





**Amended Utility  
Franchise  
with  
Pinal County  
  
for  
Santa Cruz Water Co.**

DECISION NO. 66394



**Expansion and Amendment Of The Santa Cruz Water Company Franchise**

**WHEREAS**, Santa Cruz Water Company had received a water franchise from Pinal County to establish and maintain domestic water services on December 3, 1997, a copy of which is attached as Exhibit "A" (hereinafter "Original Franchise"); and

**WHEREAS**, Santa Cruz Water Company, an Arizona corporation, duly authorized to conduct business in the State of Arizona, has duly filed and presented to the Board of Supervisors of the County of Pinal, State of Arizona, its application for expansion of the Original Franchise for the purpose of constructing, operating and maintaining domestic water system lines and related appurtenances along, under and across the public streets, alleys and highways, except federal and state highways, within the unincorporated area of Pinal County, Arizona, as described in Exhibit "B" attached hereto (hereinafter "Expansion").

**WHEREAS**, upon filing of Santa Cruz Water Company's application for the Expansion, the Board of Supervisors of Pinal County ordered a public notice of its intent to consider the granting of the Expansion to be published in a newspaper of general circulation, in Pinal County, Arizona, stating the time and place for consideration of the Expansion was set for 9:30 a.m. on September 24, 2003, at the Pinal County Board of Supervisors' Hearing Room, Administration Building No. 1, Florence, Arizona.

**WHEREAS**, said application for the Expansion and Amendment having come on regularly for hearing at 9:30 a.m. on September 24, 2003; and it appearing from the affidavit of the publisher of the Florence Reminder & Blade-Tribune and the Casa Grande Dispatch that due and regular notice of said time and place set for the consideration of such action has been published for at least once a week for three consecutive weeks prior to said hearing date, to-wit: in the issues of the Florence Reminder & Blade-Tribune and the Casa Grande Dispatch published on September 4, 2003, September 11, 2003, and September 18, 2003, and the matter being called for hearing at 9:30 a.m. on September 24, 2003, an opportunity having been given to all interested parties to be heard.

**WHEREAS**, the Board of Supervisors of Pinal County has the power to amend an existing franchise under its general police powers in such matters.

**NOW, THEREFORE,**

## Section 1: DEFINITIONS

The following terms used in this expansion and amendment of the Original Franchise shall have the following meanings:

- A. County: Pinal County, Arizona
- B. Board: Board of Supervisors of Pinal County, Arizona.
- C. Grantor: Pinal County, by and through its Board of Supervisors
- D. Grantee: Santa Cruz Water Company, an Arizona corporation, its successors and assigns
- E. Grantee's Facilities: domestic water lines and related appurtenances

## Section 2: GRANT

A. Grantor, on September 24, 2003, hereby grants to Grantee, for a period of time not to exceed the Original Franchise, this expanded and amended franchise (hereinafter "First Amended Franchise") for the purpose of constructing, operating and maintaining domestic water system lines and related appurtenances along, under and across public streets, alleys and highways, except federal and state highways, under the terms and conditions set forth herein within the unincorporated area of Pinal County, Arizona, as described in the Expansion and the Original Franchise (hereinafter "Franchise Area").

B. Nonexclusive Franchise.

(1) The First Amended Franchise granted hereby shall not be exclusive and shall not restrict in any manner the right of County in the exercise of any regulatory power which it now has or which may hereafter be authorized or permitted by the laws of the State of Arizona. Nothing herein shall be construed to prevent County from granting other like or similar franchises to any other person, firm or corporation. County retains and shall ever be considered as having and retaining the right and power to allow and to grant to any other person, firm, corporation or other companies, franchise rights and privileges to be exercised in and upon its public streets, alleys, highways and public places, and such of the same and parts thereof as County may deem best or choose to allow, permit, give or grant.

(2) Nothing herein shall be construed to prevent County and its proper authorities from constructing and installing sewers, gutters, or improvements to its public highways, streets and

alleys, and for that purpose, to require the Grantee at Grantee's own expense to remove Grantee's facilities to conform thereto and facilitate the same.

**C. Reservation of Rights.**

(1) County reserves the right to alter and amend the First Amended Franchise at any time and in any manner necessary for the safety or welfare of the public or to protect the public interests, and County reserves the right to impose at any time restrictions and limitations upon the use of the public streets, alleys and highways as County deems best for the public safety or welfare.

(2) County expressly reserves the right, after due notice to grantee, to modify, amend, alter, change or eliminate any of the provisions of the First Amended Franchise which may become obsolete or impractical; and to impose such additional conditions upon the grantee as may be just and reasonable, such conditions to be those deemed necessary for the purpose of insuring adequate service to the public; provided however, County shall not modify, amend, alter, change or eliminate any of said provisions until after a public hearing, if such is legally required or requested by grantee.

**Section 3: RENEWAL/SUBSEQUENT APPLICATION/REMOVAL OF SYSTEM**

A. The First Amended Franchise herein granted shall expire on the date provided for in the Original Franchise, or upon any prior forfeiture; and upon its termination, Grantee shall cease to exercise under the terms of the First Amended Franchise the privileges herein granted. In the event Grantee desires a renewal of the First Amended Franchise herein granted, or a new franchise for a subsequent period, Grantee shall apply to and open negotiations with County for that purpose at least six (6) months before the expiration of the First Amended Franchise herein granted; but nothing herein shall be construed to bind County to grant such renewal or subsequent franchise.

B. Upon termination of the First Amended Franchise, or any renewal thereof, the grantee shall remove its facilities from the streets, alleys, ways, highways and bridges within the Franchise Area and shall restore the areas to their original condition. If such removal is not completed within six months of such termination, County may deem any property not removed as having been abandoned.

**Section 4: REGULATION**

Grantee, its successors and assigns shall be subject to reasonable regulations for the maintenance by grantee, its successors and assigns, of such portion of the public streets, alleys and highways used for the purpose of the First Amended Franchise now in force or that may hereafter be enacted and inconsistent herewith.

**Section 5: CONSTRUCTION, INSTALLATION AND REPAIRS**

# **AGENDA FORM FOR PINAL COUNTY BOARD of SUPERVISORS**

Budgeted: N/A  
 Generates Revenue for County: No  
 Revenue Generated: N/A  
 Uses County Funds: No  
 Source of Funds: N/A  
 Cost to County: N/A  
 Reduces/Contains: N/A  
 Expenditure Reduced/Contained: N/A

Competitive negotiations (PC1-347 D1) N/A  
 Two step competitive negotiation (PC1-347 D2) N/A  
 Review of Qualifications (PC1-347D3) N/A  
 Multi step sealed bidding (PC1-326) N/A  
 Intergovernmental Agreement (PC1-1003) N/A  
 Competitive sealed proposals RFP (PC1-329) N/A  
 Expenditures for County: Other (PC1- ) N/A

<b>1. REQUESTED BY:</b> Fund No: 10      Dept No: 1037      Dept. Name: Special Services      Director: Gary Medina	
<b>2. BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION: Agenda Item for September 24, 2003</b> <u>Discussion/Approval/Disapproval</u> of the petition from Santa Cruz Water Company, LLC for an expansion of their water utility franchise. The requested franchise expansion area is as follows: Portions of Sections 15 and 21, all of Sections 22, 23, 24, portions of Section 25, Section 26, except the W1/2 of the W1/2, portions of the NW1/4 of Section 34, portions of Section 35 and 36, all in Township 4 South, Range 3 East, Gila & Salt River Base and Meridian, Pinal County, Arizona.	
<b>3. MOTION: It is moved that the Pinal County Board of Supervisors ...</b> <b>SUGGESTED MOTION:</b> Approve the First Amended Santa Cruz Water Company, LLC water utility franchise expansion/amendment document as presented.	
<b>4. DEPARTMENT:</b> <div style="border-bottom: 1px solid black; padding-top: 10px;">          Action recommended by       </div> <div style="border-bottom: 1px solid black; padding-top: 10px; text-align: right;">         9/15/03 Date       </div>	<b>7. DEPUTY COUNTY MANAGER:</b> <div style="border-bottom: 1px solid black; padding-top: 10px;"> </div> <div style="border-bottom: 1px solid black; padding-top: 10px; text-align: right;">         9/15/03 Date       </div> <div style="margin-top: 10px;">         Approve <input checked="" type="checkbox"/>      Disapprove <input type="checkbox"/> </div>
<b>5. GRANTS AND CONTRACTS ADMINISTRATOR:</b> <div style="border-bottom: 1px solid black; padding-top: 10px;"></div> <div style="border-bottom: 1px solid black; padding-top: 10px; text-align: right;">         Date       </div> <div style="margin-top: 10px;">         Approve <input type="checkbox"/>      Disapprove <input type="checkbox"/> </div>	<b>8. PURCHASING DEPARTMENT:</b> <div style="border-bottom: 1px solid black; padding-top: 10px;"></div> <div style="border-bottom: 1px solid black; padding-top: 10px; text-align: right;">         Date       </div> <div style="margin-top: 10px;">         Approve <input type="checkbox"/>      Disapprove <input type="checkbox"/> </div>
<b>6. COUNTY ATTORNEY'S OFFICE:</b> <div style="border-bottom: 1px solid black; padding-top: 10px;"> </div> <div style="border-bottom: 1px solid black; padding-top: 10px; text-align: right;">         9/15/03 Date       </div> <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> Approved as to form and within the powers and authority granted under the laws of the State of Arizona to the Pinal County Board of Supervisors.       </div>	<b>9. FINANCE OFFICE:</b> <div style="border-bottom: 1px solid black; padding-top: 10px;"></div> <div style="border-bottom: 1px solid black; padding-top: 10px; text-align: right;">         Date       </div> <div style="margin-top: 10px;">         Approve <input type="checkbox"/>      Disapprove <input type="checkbox"/> </div>
<b>10. COUNTY MANAGER:</b> _____ <div style="text-align: right; margin-right: 50px;">Date</div> <div style="margin-top: 10px;">         APPROVE <input type="checkbox"/>      DISAPPROVE <input type="checkbox"/> </div>	
<b>11. BOARD OF SUPERVISORS:</b> Action Taken: <input type="checkbox"/> Approve <input type="checkbox"/> Amend <input type="checkbox"/> Disapprove <input type="checkbox"/> Delete <input type="checkbox"/> _____ <div style="margin-top: 10px;">         CHAIRMAN:  </div> <div style="border-bottom: 1px solid black; padding-top: 10px; text-align: right;">         9/24/03 Date       </div> <div style="margin-top: 10px;">         CLERK OF THE BOARD:  </div> <div style="border-bottom: 1px solid black; padding-top: 10px; text-align: right;">         9/24/03 Date       </div>	

## ACCEPTANCE OF EXPANDED AND AMENDED FRANCHISE

To: Board of Supervisors Pinal County, Arizona

Grantee, Santa Cruz Water Company, a(n) Arizona corporation, does hereby accept the September 24, 2003 grant of a First Amended Franchise from Pinal County, Arizona, to construct, operate, and maintain domestic water system, lines and related fixtures along, under and across present and future public streets, alleys and highways, except state highways, within the unincorporated area of Pinal County, Arizona, as described in the Application, which is made a part hereof.

Grantee unconditionally accepts the franchise and covenants to faithfully comply with, abide by, to observe and perform all the provisions, terms and conditions of the First Amended Franchise. Grantee accepts such provisions, terms and conditions and expressly waives any and all objections to the reasonableness or legality of any provisions of the same or any part thereof, or as to the legal right or authority of the County of Pinal to impose the same.

Grantee declares that the statements and recitals in said First Amended Franchise are correct, and Grantee declares it has made and does make the agreement, statements and admissions in said First Amended Franchise recited to have been or to be made by Grantee.

Dated this 24<sup>th</sup> day of September, 2003.

Santa Cruz Water Company

By: Cindy M. Liles

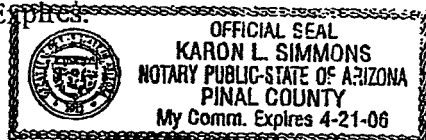
Title: VP - CFO

STATE OF ARIZONA       )  
                                      ) ss.  
County of                       )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September 2003, by Cindy M. Liles of Santa Cruz Water Co. a(n) Arizona corporation, and being authorized to do so, executed the foregoing instrument on behalf of the corporation for the purposes therein stated.

Notary Public

My Commission Expires



Karon L. Simmons

Exhibit A



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER

KATHLEEN C. FELIX

DATE: 03/10/98 TIME: 1349  
FEE : 0.00  
PAGES: 2  
FEE NO: 1998-009173

When recorded mail to:

Clerk of the Board  
P.O. Box 827  
Florence, Arizona 85232

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(The above space reserved for recording information)

Acceptance of Santa Cruz Water Franchise

*Recorded 1/29/98, Fee No. 1995-003073*

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FILED

APR 27 1998

PINAL COUNTY ATTORNEY  
CIVIL DIVISION

ACCEPTANCE OF FRANCHISE

To: Board of Supervisors Pinal County, Arizona

Grantee, Santa Cruz Water Company, a(n) Arizona corporation, does hereby accept the 12-3-97 grant of a new public utility franchise from Pinal County, Arizona, (hereinafter "Franchise"), to construct, operate, and maintain water lines and related fixtures along, under and across present and future public streets, alleys and highways, except state highways, within the unincorporated area of Pinal County, Arizona, as stated in its application for a new public utility franchise.

Grantee unconditionally accepts the franchise and covenants to faithfully comply with, abide by, to observe and perform all the provisions, terms and conditions of the Franchise. Grantee accepts such provisions, terms and conditions and expressly waives any and all objections to the reasonableness or legality of any provisions of the same or any part thereof, or as to the legal right or authority of the County of Pinal to impose the same.

Grantee declares that the statements and recitals in said Franchise are correct, and Grantee declares it has made and does make the agreement, statements and admissions in said Franchise recited to have been or to be made by Grantee.

Dated this 17<sup>th</sup> day of February, 1998.

Santa Cruz Water Company

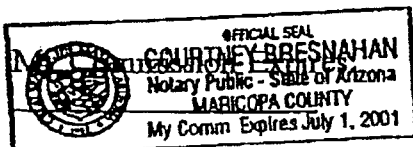
By: [Signature]

Title: President

STATE OF ARIZONA     )  
                                      ) ss.  
County of Maricopa     )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of February, 1998, by Michael P. Smith, President of Santa Cruz Water Co., a(n) Arizona corporation, and being authorized to do so, executed the foregoing instrument on behalf of the corporation for the purposes therein stated.

[Signature]  
Notary Public



When recorded mail to:

Clerk of the Board  
P.O. Box 827  
Florence, Arizona 85232



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
KATHLEEN C. FELIX

DATE: 01/28/98 TIME: 1318  
FEE : 0.00  
PAGES: 16  
FEE NO: 1998-003073

Creation Of The Santa Cruz Water Franchise

WHEREAS, Santa Cruz Water Company, a(n) Arizona corporation, duly authorized to conduct business in the State of Arizona, has duly filed and presented to the Board of Supervisors of the County of Pinal, State of Arizona, its application for a new public utility franchise for the purpose of constructing, operating and maintaining water lines and related appurtenances along, under and across the public streets, alleys and highways, except federal and state highways, within the unincorporated area of Pinal County, Arizona, as described in Exhibit "A" attached hereto (hereinafter "Application").

WHEREAS, upon filing of the Application for the public utility franchise, the Board of Supervisors of Pinal County ordered a public notice of its intent to consider the granting of the public utility franchise to be published in a newspaper of general circulation, in Pinal County, Arizona, stating the time and place for consideration of the Application was set for 10:00 A.M. on December 3, 1997, at the Pinal County Board of Supervisors' Hearing Room, Administration Building No. 1, Florence, Arizona.

WHEREAS, said Application having come on regularly for hearing at 10:45 A.M. on December 3, 1997; and it appearing from the affidavit of the publisher of the Casa Grande Valley Newspaper, Inc. that due and regular notice of said time and place set for the consideration of such action has been published for at least once a week for three consecutive weeks prior to said hearing date, to-wit: in the issues of the Casa Grande Dispatch published on November 12, 1997, November 19, 1997, and November 26, 1997; and the matter being called for hearing at 10:45 A.M., and an opportunity having been given to all interested parties to be heard.

WHEREAS, the Board of Supervisors of Pinal County has the power to create a water and sewer franchise under its general police powers in such matters.

NOW, THEREFORE,

Section 1: DEFINITIONS

The following terms used in this expansion and amendment of the Original Franchise shall have the following meanings:

A. County: Pinal County, Arizona

Santa Cruz Water Franchise



- B. Board: Board of Supervisors of Pinal County, Arizona.
- C. Grantor: Pinal County, by and through its Board of Supervisors
- D. Grantee: Santa Cruz Water Company, a(n) Arizona corporation, its successors and assigns
- E. Grantee's Facilities: Water lines and related appurtenances

## Section 2: GRANT

A. Grantor, on December 3, 1997, hereby grants to Grantee, for a period of twenty-five years, this new public utility franchise (hereinafter "Franchise") for the purpose of constructing, operating and maintaining water lines and related appurtenances along, under and across public streets, alleys and highways, except federal and state highways, under the terms and conditions set forth herein within the unincorporated area of Pinal County, Arizona, as described in the Application (hereinafter "Franchise Area").

### B. Nonexclusive Franchise.

(1) The Franchise granted hereby shall not be exclusive and shall not restrict in any manner the right of County in the exercise of any regulatory power which it now has or which may hereafter be authorized or permitted by the laws of the State of Arizona. Nothing herein shall be construed to prevent County from granting other like or similar franchises to any other person, firm or corporation. County retains and shall ever be considered as having and retaining the right and power to allow and to grant to any other person, firm, corporation or other companies, franchise rights and privileges to be exercised in and upon its public streets, alleys, highways and public places, and such of the same and parts thereof as County may deem best or choose to allow, permit, give or grant.

(2) Nothing herein shall be construed to prevent County and its proper authorities from constructing and installing water lines, sewers, gutters, or improvements to its public highways, streets and alleys, and for that purpose, to require the Grantee at Grantee's own expense to remove Grantee's facilities to conform thereto and facilitate the same.

### C. Reservation of Rights.

(1) County reserves the right to alter and amend the Franchise at any time and in any manner necessary for the safety or welfare of the public or to protect the public interests, and County reserves the right to impose at any time restrictions and limitations upon the use of the public streets, alleys and highways as County deems best for the public safety or welfare.

(2) County expressly reserves the right, after due notice to grantee, to modify, amend, alter, change or eliminate any of the provisions of the Franchise which may become obsolete or impractical; and to impose such additional conditions upon the grantee as may be just and reasonable, such conditions to be those deemed necessary for the purpose of insuring adequate service to the public; provided however, County shall not modify, amend, alter, change or eliminate any of said provisions until after a public hearing, if such is legally required or requested by grantee.

### **Section 3: RENEWAL/SUBSEQUENT APPLICATION/REMOVAL OF SYSTEM**

A. The Franchise herein granted shall expire on the December 2, 2022; and upon its termination, Grantee shall cease to exercise under the terms of the Franchise the privileges herein granted. In the event Grantee desires a renewal of the Franchise herein granted, or a new franchise for a subsequent period, Grantee shall apply to and open negotiations with County for that purpose at least six (6) months before the expiration of the Franchise herein granted; but nothing herein shall be construed to bind County to grant such renewal or subsequent franchise.

B. Upon termination of the Franchise the grantee shall remove its facilities from the streets, alleys, ways, highways and bridges within the Franchise Area and shall restore the areas to their original condition. If such removal is not completed within six months of such termination, County may deem any property not removed as having been abandoned.

### **Section 4: REGULATION**

Grantee, its successors and assigns shall be subject to reasonable regulations for the maintenance by grantee, its successors and assigns, of such portion of the public streets, alleys and highways altered, damaged or destroyed by Grantee, its agents or employees in exercising the privileges granted by the Franchise.

### **Section 5: CONSTRUCTION, INSTALLATION AND REPAIRS**

A. Prior to the beginning of any construction for installation of water lines and related appurtenances, the Grantee, its successors and assigns will submit a plan of proposed construction to the Pinal County Engineer and will not commence any construction until the plan of construction is approved by the County Engineer or his designate.

B. All work performed by Grantee under the Franchise shall be done in the manner prescribed by County and subject to the supervision of County, and in strict compliance with all laws, ordinances, rules and regulations of federal, state and local governments.

C. No construction, reconstruction, repair, or relocation under the Franchise shall be commenced until written permits have been obtained from the proper county officials. In any permit so issued, such officials may impose such conditions and regulations as a condition of the granting of the same as are necessary for the purpose of protecting any structures in the highways or streets and for the proper restoration of such highways, streets

and structures, and for the protection of the public and the continuity of pedestrian and vehicular traffic.

D. No construction under the Franchise by grantee shall impose upon County the duty to maintain any public street, alley or highway unless County accepts said public street, alley or highway into the county maintenance system as provided by law.

#### Section 6: INSPECTION

County shall, if it deems it necessary, have the right to inspect the construction, operation and maintenance of Grantee's facilities to insure the proper performance of the terms of the Franchise granted herein.

#### Section 7: SUFFICIENCY, LOCATION AND MAINTENANCE

All of Grantee's Facilities shall be in all respects adequate, efficient, substantial and permanent in design and workmanship, and shall be so located, erected and maintained so as not to interfere with the use and enjoyment of the public streets, alleys and highways. All of Grantee's Facilities erected by Grantee shall be maintained in a safe, suitable, substantial condition and in good order and repair.

#### Section 8: EXPANSION

Grantee will, from time to time, during the term of the Franchise make such enlargements and extensions of its water system as are necessary to adequately provide for the requirements of County and the inhabitants of the Franchise Area; provided that nothing herein shall compel Grantee to expand or enlarge its system beyond the economic and operating limits thereof. Such enlargements and extensions shall be made in accordance with company rules and regulations.

#### Section 9: RELOCATION

A. During the term of the Franchise whenever County or any qualified authority having jurisdiction in the Franchise Area alters, repairs, improves, or changes the grade of, any public streets, alleys and highways in the Franchise Area during the term of the Franchise, then and in such event, Grantee, its successors or assigns, at its own expense, shall promptly, upon reasonable notice, make such changes in the location, structure or alignment of its water lines and related appurtenances as the public officials in charge of such work may deem necessary.

B. After thirty (30) days notice to Grantee, of needed changes or corrections and upon the failure of Grantee, to make such changes set forth in Section 9(A) above or to correct any damage to the right-of-way of any public street, alley or highway within the Franchise Area caused directly or indirectly by Grantee, its agents, successors or assigns, County or its successors shall have the right to make such changes or corrections at the expense of said Grantee, its successors or assigns, and such expenses shall be due and payable upon written demand by County or its successors to Grantee, its successors or assigns.

**Section 10: LIABILITY**

A. If any streets, highways, alleys, ways, bridges, sidewalks, public place, or other public facility should be disturbed, altered, damaged or destroyed by Grantee, its employees, contractors, subcontractors or agents in the construction, installation, operation and maintenance of Grantee's Facilities under the Franchise, the same shall be promptly repaired, reconstructed, replaced or restored by Grantee, without cost to County, as soon as practicable and in as good condition as before Grantee's entry and to the satisfaction of County. If Grantee fails to make such restoration and repairs within a reasonable time as determined by County, then County may fix a reasonable time for such restoration and repairs and shall notify Grantee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Grantee to comply within the time specified, County may cause proper restoration and repairs to be made, and the expense of such work shall be paid by Grantee upon demand by County.

B. Grantee shall be responsible to every owner of property which shall be injured by the work of construction, installation, operation or maintenance of Grantee's Facilities under the Franchise, all physical damage which shall be done to such injured property through any act or omission of Grantee, its employees, contractors, subcontractors or agents arising out of said construction, installation, operation or maintenance.

C. It is a condition of the Franchise that County shall not and does not by reason of the Franchise assume any liability of the Grantee whatsoever for injury to persons or damage to property.

**Section 11: INDEMNIFICATION**

Grantee by its acceptance of the Franchise agrees for itself, its successors and assigns that throughout the entire term of this franchise, Grantee, its successors and assigns, at its sole cost and expense, shall indemnify, defend, save and hold harmless Pinal County, its elected officers, employees and agents from any and all lawsuits, judgments and claims for injury, death and damage to persons and property, both real and personal, caused by the construction, design, installation, operation or maintenance of any structure, equipment, water lines or related appurtenances by Grantee within the Franchise Area. Indemnified expenses shall include, but not be limited to, litigation and arbitration expenses, and attorneys' fees.

**Section 12: ACCEPTANCE BY GRANTEE / EFFECTIVE DATE FRANCHISE**

The Franchise shall be accepted by Grantee by written instrument in the form attached hereto as Exhibit "B" (hereinafter "Acceptance"), executed and acknowledged by it as a deed is required to be, and filed with the Clerk of the Pinal County Board of Supervisors within thirty days after the date this Franchise is accepted by County. This Franchise shall be effective upon delivery of the Acceptance to the Clerk of the Pinal County Board of Supervisors in the form required and within the time specified above.

### **Section 13: LIMITS ON GRANTEE'S RECOURSE**

A. Grantee by its acceptance of the Franchise acknowledges such acceptance relies upon grantee's own investigation and understanding of the power and authority of the County to grant said franchise. Grantee by its acceptance of the Franchise accepts the validity of the terms and conditions of the Franchise in their entirety and agrees it will not, at any time, proceed against County in any claim or proceeding challenging any term or provision of the Franchise as unreasonable, arbitrary or void, or that County did not have the authority to impose such term or condition.

B. Grantee by accepting the Franchise acknowledges that it has not been induced to accept the same by any promise, verbal or written, by or on behalf of County or by any third person regarding any term or condition of the Franchise not expressed therein. Grantee by its acceptance of the Franchise further pledges that no promise or inducement, oral or written, has been made to any employee or official of County regarding receipt of the Franchise.

C. Grantee by its acceptance of the Franchise further acknowledges that it has carefully read the terms and conditions of the Franchise and accepts without reservation the obligations imposed by the terms and conditions herein.

D. The Board's decision concerning its selection and awarding of the Franchise shall be final.

### **Section 14: FAILURE TO ENFORCE FRANCHISE**

Grantee shall not be excused from complying with any of the terms and conditions of the Franchise by any failure of County, upon any one or more occasions, to insist upon the Grantee's performance or to seek Grantee's compliance with any one or more of such terms or conditions.

### **Section 15: COMPLIANCE WITH THE LAW**

Grantee shall at all times, conduct its business under the Franchise in accordance with all federal, state and local laws, rules and regulations, as amended, including any future amendments thereto as may, from time to time, be adopted.

### **Section 16: INTERPRETATION/GOVERNING LAW**

The interpretation and performance of the Franchise and of the general terms and conditions shall be in accordance with and governed by the laws of the State of Arizona.

### **Section 17: VENUE**

Exclusive venue for any legal action to enforce the provisions, terms and conditions of the Franchise shall be the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona..

**Section 18: SEVERABILITY**

If any section, provision, term or covenant or any portion of any section, provision, term or covenant of the Franchise is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on any remaining portion of such section, provision, term or covenant or the remaining sections, provisions, terms or covenants of the Franchise, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

**Section 19: FORFEITURE**

A. If Grantee fails to comply with any of the provisions of this agreement or defaults in any of its obligations hereunder, except for causes beyond the reasonable control of Grantee; and shall fail within thirty (30) days after written notice from County to commence, and within a reasonable time, complete the correction of such default or noncompliance, County shall have the right to revoke this agreement and all rights of Grantee hereunder. In the event Grantee makes a general assignment or general arrangement for the benefit of creditors; or a trustee or receiver is appointed to take possession of substantially all of Grantee's Facilities within the Franchise Area or of Grantee's interest in this Franchise, where possession is not restored to Grantee within thirty (30) days; or Grantee's Facilities within the Franchise Area are subject to an attachment, execution or other seizure of substantially all of the Grantee's Facilities within the Franchise Area or this Franchise, where such seizure is not discharged within thirty (30) days, County may declare the Franchise, along with the Original Franchise, forfeited and terminated.

B. Nothing herein contained shall limit or restrict any other legal rights that County may possess arising from such violations.

**Section 20: REVOCATION OF FRANCHISE**

The Franchise may after due notice and hearing, be revoked by County for any of the following reasons:

- A. For false or misleading statements in, or material omissions from the application for and the hearing on the granting of the Franchise.
- B. For any transfer or assignment of the Franchise or control thereof without County's written consent.
- C. For failure to comply with any of the terms and conditions of the Franchise.

**Section 21: ASSIGNMENT/TRANSFER**

Grantee shall not assign or transfer any interest in the Franchise without the prior written consent of County. Said Board shall not unreasonably withhold its consent to a proposed transfer.

**Section 22: NOTICE**

Notices required under the Franchise shall be delivered or sent by certified mail, postage prepaid to:

Grantor:

Clerk of the Pinal County Board of Supervisors  
P.O. Box 827  
31 N. Pinal  
Florence, Arizona 85232

Grantee:

Santa Cruz Water Company  
426 N. 44th Street  
Suite 100  
Phoenix, Arizona 85008

The delivery or mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given at the time of delivery. Either party may change its address under this section by written notice to the other party.

**Section 23: REMEDIES**

Rights and remedies reserved to the parties by the Franchise are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the parties may have with respect to the subject matter of the Franchise and a waiver thereof at any time shall not affect any other time.

**Section 24: RIGHT OF INTERVENTION**

County hereby reserves to itself, and Grantee hereby grants to County, the right to intervene in any suit, action or proceeding involving any provision in the Franchise.

**Section 25: BOOKS AND RECORDS**

Grantee shall maintain books and records that identify all of Grantee's underground facilities by type and location within the Franchise Area. Grantee will make such books and records available to County upon County's request and without cost to County.

**Section 26: AD VALOREM TAXES**

Grantee shall pay its ad valorem taxes before they become delinquent. To accomplish this, Grantee shall deposit a sum equal to one-half of the prior years taxes in a separate trust account to pay the current years taxes. Pinal County, through its agents shall have the right to audit the account at any time during normal business hours.

Exhibit A



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER

KATHLEEN C. FELIX

DATE: 03/10/98 TIME: 1349

FEE : 0.00

PAGES: 2

FEE NO: 1998-009173

When recorded mail to:

Clerk of the Board  
P.O. Box 827  
Florence, Arizona 85232

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(The above space reserved for recording information)

Acceptance of Santa Cruz Water Franchise

*Recorded 1/25/98, Fee No. 1995-003073*

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FILED

APR 27 1998

PINAL COUNTY ATTORNEY  
CIVIL DIVISION



### ACCEPTANCE OF FRANCHISE

To: Board of Supervisors Pinal County, Arizona

Grantee, Santa Cruz Water Company, a(n) Arizona corporation, does hereby accept the 12-3-97 grant of a new public utility franchise from Pinal County, Arizona, (hereinafter "Franchise"), to construct, operate, and maintain water lines and related fixtures along, under and across present and future public streets, alleys and highways, except state highways, within the unincorporated area of Pinal County, Arizona, as stated in its application for a new public utility franchise.

Grantee unconditionally accepts the franchise and covenants to faithfully comply with, abide by, to observe and perform all the provisions, terms and conditions of the Franchise. Grantee accepts such provisions, terms and conditions and expressly waives any and all objections to the reasonableness or legality of any provisions of the same or any part thereof, or as to the legal right or authority of the County of Pinal to impose the same.

Grantee declares that the statements and recitals in said Franchise are correct, and Grantee declares it has made and does make the agreement, statements and admissions in said Franchise recited to have been or to be made by Grantee.

Dated this 17<sup>th</sup> day of February, 1998.

Santa Cruz Water Company

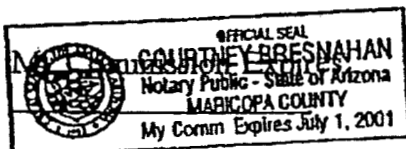
By: Michael S. Dool

Title: President

STATE OF ARIZONA     )  
                                      ) ss.  
County of Maricopa     )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of February, 1998, by Michael S. Dool, President of Santa Cruz Water Co., a(n) Arizona corporation, and being authorized to do so, executed the foregoing instrument on behalf of the corporation for the purposes therein stated.

Courtney Bresnahan  
Notary Public





OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
KATHLEEN C. FELIX

When recorded mail to:

Clerk of the Board  
P.O. Box 827  
Florence, Arizona 85232

DATE: 01/28/98 TIME: 1318  
FEE : 0.00  
PAGES: 16  
FEE NO: 1998-003073

Creation Of The Santa Cruz Water Franchise

WHEREAS, Santa Cruz Water Company, a(n) Arizona corporation, duly authorized to conduct business in the State of Arizona, has duly filed and presented to the Board of Supervisors of the County of Pinal, State of Arizona, its application for a new public utility franchise for the purpose of constructing, operating and maintaining water lines and related appurtenances along, under and across the public streets, alleys and highways, except federal and state highways, within the unincorporated area of Pinal County, Arizona, as described in Exhibit "A" attached hereto (hereinafter "Application").

WHEREAS, upon filing of the Application for the public utility franchise, the Board of Supervisors of Pinal County ordered a public notice of its intent to consider the granting of the public utility franchise to be published in a newspaper of general circulation, in Pinal County, Arizona, stating the time and place for consideration of the Application was set for 10:00 A.M. on December 3, 1997, at the Pinal County Board of Supervisors' Hearing Room, Administration Building No. 1, Florence, Arizona.

WHEREAS, said Application having come on regularly for hearing at 10:45 A.M. on December 3, 1997; and it appearing from the affidavit of the publisher of the Casa Grande Valley Newspaper, Inc. that due and regular notice of said time and place set for the consideration of such action has been published for at least once a week for three consecutive weeks prior to said hearing date, to-wit: in the issues of the Casa Grande Dispatch published on November 12, 1997, November 19, 1997, and November 26, 1997; and the matter being called for hearing at 10:45 A.M., and an opportunity having been given to all interested parties to be heard.

WHEREAS, the Board of Supervisors of Pinal County has the power to create a water and sewer franchise under its general police powers in such matters.

NOW, THEREFORE,

Section 1: DEFINITIONS

The following terms used in this expansion and amendment of the Original Franchise shall have the following meanings:

A. County: Pinal County, Arizona

Santa Cruz Water Franchise

- B. Board: Board of Supervisors of Pinal County, Arizona.
- C. Grantor: Pinal County, by and through its Board of Supervisors
- D. Grantee: Santa Cruz Water Company, a(n) Arizona corporation, its successors and assigns
- E. Grantee's Facilities: Water lines and related appurtenances

## Section 2: GRANT

A. Grantor, on December 3, 1997, hereby grants to Grantee, for a period of twenty-five years, this new public utility franchise (hereinafter "Franchise") for the purpose of constructing, operating and maintaining water lines and related appurtenances along, under and across public streets, alleys and highways, except federal and state highways, under the terms and conditions set forth herein within the unincorporated area of Pinal County, Arizona, as described in the Application (hereinafter "Franchise Area").

### B. Nonexclusive Franchise.

(1) The Franchise granted hereby shall not be exclusive and shall not restrict in any manner the right of County in the exercise of any regulatory power which it now has or which may hereafter be authorized or permitted by the laws of the State of Arizona. Nothing herein shall be construed to prevent County from granting other like or similar franchises to any other person, firm or corporation. County retains and shall ever be considered as having and retaining the right and power to allow and to grant to any other person, firm, corporation or other companies, franchise rights and privileges to be exercised in and upon its public streets, alleys, highways and public places, and such of the same and parts thereof as County may deem best or choose to allow, permit, give or grant.

(2) Nothing herein shall be construed to prevent County and its proper authorities from constructing and installing water lines, sewers, gutters, or improvements to its public highways, streets and alleys, and for that purpose, to require the Grantee at Grantee's own expense to remove Grantee's facilities to conform thereto and facilitate the same.

### C. Reservation of Rights.

(1) County reserves the right to alter and amend the Franchise at any time and in any manner necessary for the safety or welfare of the public or to protect the public interests, and County reserves the right to impose at any time restrictions and limitations upon the use of the public streets, alleys and highways as County deems best for the public safety or welfare.

(2) County expressly reserves the right, after due notice to grantee, to modify, amend, alter, change or eliminate any of the provisions of the Franchise which may become obsolete or impractical; and to impose such additional conditions upon the grantee as may be just and reasonable, such conditions to be those deemed necessary for the purpose of insuring adequate service to the public; provided however, County shall not modify, amend, alter, change or eliminate any of said provisions until after a public hearing, if such is legally required or requested by grantee.

### **Section 3: RENEWAL/SUBSEQUENT APPLICATION/REMOVAL OF SYSTEM**

A. The Franchise herein granted shall expire on the December 2, 2022; and upon its termination, Grantee shall cease to exercise under the terms of the Franchise the privileges herein granted. In the event Grantee desires a renewal of the Franchise herein granted, or a new franchise for a subsequent period, Grantee shall apply to and open negotiations with County for that purpose at least six (6) months before the expiration of the Franchise herein granted; but nothing herein shall be construed to bind County to grant such renewal or subsequent franchise.

B. Upon termination of the Franchise the grantee shall remove its facilities from the streets, alleys, ways, highways and bridges within the Franchise Area and shall restore the areas to their original condition. If such removal is not completed within six months of such termination, County may deem any property not removed as having been abandoned.

### **Section 4: REGULATION**

Grantee, its successors and assigns shall be subject to reasonable regulations for the maintenance by grantee, its successors and assigns, of such portion of the public streets, alleys and highways altered, damaged or destroyed by Grantee, its agents or employees in exercising the privileges granted by the Franchise.

### **Section 5: CONSTRUCTION, INSTALLATION AND REPAIRS**

A. Prior to the beginning of any construction for installation of water lines and related appurtenances, the Grantee, its successors and assigns will submit a plan of proposed construction to the Pinal County Engineer and will not commence any construction until the plan of construction is approved by the County Engineer or his designate.

B. All work performed by Grantee under the Franchise shall be done in the manner prescribed by County and subject to the supervision of County, and in strict compliance with all laws, ordinances, rules and regulations of federal, state and local governments.

C. No construction, reconstruction, repair, or relocation under the Franchise shall be commenced until written permits have been obtained from the proper county officials. In any permit so issued, such officials may impose such conditions and regulations as a condition of the granting of the same as are necessary for the purpose of protecting any structures in the highways or streets and for the proper restoration of such highways, streets

and structures, and for the protection of the public and the continuity of pedestrian and vehicular traffic.

D. No construction under the Franchise by grantee shall impose upon County the duty to maintain any public street, alley or highway unless County accepts said public street, alley or highway into the county maintenance system as provided by law.

#### Section 6: INSPECTION

County shall, if it deems it necessary, have the right to inspect the construction, operation and maintenance of Grantee's facilities to insure the proper performance of the terms of the Franchise granted herein.

#### Section 7: SUFFICIENCY, LOCATION AND MAINTENANCE

All of Grantee's Facilities shall be in all respects adequate, efficient, substantial and permanent in design and workmanship, and shall be so located, erected and maintained so as not to interfere with the use and enjoyment of the public streets, alleys and highways. All of Grantee's Facilities erected by Grantee shall be maintained in a safe, suitable, substantial condition and in good order and repair.

#### Section 8: EXPANSION

Grantee will, from time to time, during the term of the Franchise make such enlargements and extensions of its water system as are necessary to adequately provide for the requirements of County and the inhabitants of the Franchise Area; provided that nothing herein shall compel Grantee to expand or enlarge its system beyond the economic and operating limits thereof. Such enlargements and extensions shall be made in accordance with company rules and regulations.

#### Section 9: RELOCATION

A. During the term of the Franchise whenever County or any qualified authority having jurisdiction in the Franchise Area alters, repairs, improves, or changes the grade of, any public streets, alleys and highways in the Franchise Area during the term of the Franchise, then and in such event, Grantee, its successors or assigns, at its own expense, shall promptly, upon reasonable notice, make such changes in the location, structure or alignment of its water lines and related appurtenances as the public officials in charge of such work may deem necessary.

B. After thirty (30) days notice to Grantee, of needed changes or corrections and upon the failure of Grantee, to make such changes set forth in Section 9(A) above or to correct any damage to the right-of-way of any public street, alley or highway within the Franchise Area caused directly or indirectly by Grantee, its agents, successors or assigns, County or its successors shall have the right to make such changes or corrections at the expense of said Grantee, its successors or assigns, and such expenses shall be due and payable upon written demand by County or its successors to Grantee, its successors or assigns.

**Section 10: LIABILITY**

A. If any streets, highways, alleys, ways, bridges, sidewalks, public place, or other public facility should be disturbed, altered, damaged or destroyed by Grantee, its employees, contractors, subcontractors or agents in the construction, installation, operation and maintenance of Grantee's Facilities under the Franchise, the same shall be promptly repaired, reconstructed, replaced or restored by Grantee, without cost to County, as soon as practicable and in as good condition as before Grantee's entry and to the satisfaction of County. If Grantee fails to make such restoration and repairs within a reasonable time as determined by County, then County may fix a reasonable time for such restoration and repairs and shall notify Grantee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Grantee to comply within the time specified, County may cause proper restoration and repairs to be made, and the expense of such work shall be paid by Grantee upon demand by County.

B. Grantee shall be responsible to every owner of property which shall be injured by the work of construction, installation, operation or maintenance of Grantee's Facilities under the Franchise, all physical damage which shall be done to such injured property through any act or omission of Grantee, its employees, contractors, subcontractors or agents arising out of said construction, installation, operation or maintenance.

C. It is a condition of the Franchise that County shall not and does not by reason of the Franchise assume any liability of the Grantee whatsoever for injury to persons or damage to property.

**Section 11: INDEMNIFICATION**

Grantee by its acceptance of the Franchise agrees for itself, its successors and assigns that throughout the entire term of this franchise, Grantee, its successors and assigns, at its sole cost and expense, shall indemnify, defend, save and hold harmless Pinal County, its elected officers, employees and agents from any and all lawsuits, judgments and claims for injury, death and damage to persons and property, both real and personal, caused by the construction, design, installation, operation or maintenance of any structure, equipment, water lines or related appurtenances by Grantee within the Franchise Area. Indemnified expenses shall include, but not be limited to, litigation and arbitration expenses, and attorneys' fees.

**Section 12: ACCEPTANCE BY GRANTEE / EFFECTIVE DATE FRANCHISE**

The Franchise shall be accepted by Grantee by written instrument in the form attached hereto as Exhibit "B" (hereinafter "Acceptance"), executed and acknowledged by it as a deed is required to be, and filed with the Clerk of the Pinal County Board of Supervisors within thirty days after the date this Franchise is accepted by County. This Franchise shall be effective upon delivery of the Acceptance to the Clerk of the Pinal County Board of Supervisors in the form required and within the time specified above.

**Section 13: LIMITS ON GRANTEE'S RECOURSE**

A. Grantee by its acceptance of the Franchise acknowledges such acceptance relies upon grantee's own investigation and understanding of the power and authority of the County to grant said franchise. Grantee by its acceptance of the Franchise accepts the validity of the terms and conditions of the Franchise in their entirety and agrees it will not, at any time, proceed against County in any claim or proceeding challenging any term or provision of the Franchise as unreasonable, arbitrary or void, or that County did not have the authority to impose such term or condition.

B. Grantee by accepting the Franchise acknowledges that it has not been induced to accept the same by any promise, verbal or written, by or on behalf of County or by any third person regarding any term or condition of the Franchise not expressed therein. Grantee by its acceptance of the Franchise further pledges that no promise or inducement, oral or written, has been made to any employee or official of County regarding receipt of the Franchise.

C. Grantee by its acceptance of the Franchise further acknowledges that it has carefully read the terms and conditions of the Franchise and accepts without reservation the obligations imposed by the terms and conditions herein.

D. The Board's decision concerning its selection and awarding of the Franchise shall be final.

**Section 14: FAILURE TO ENFORCE FRANCHISE**

Grantee shall not be excused from complying with any of the terms and conditions of the Franchise by any failure of County, upon any one or more occasions, to insist upon the Grantee's performance or to seek Grantee's compliance with any one or more of such terms or conditions.

**Section 15: COMPLIANCE WITH THE LAW**

Grantee shall at all times, conduct its business under the Franchise in accordance with all federal, state and local laws, rules and regulations, as amended, including any future amendments thereto as may, from time to time, be adopted.

**Section 16: INTERPRETATION/GOVERNING LAW**

The interpretation and performance of the Franchise and of the general terms and conditions shall be in accordance with and governed by the laws of the State of Arizona.

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Exclusive venue for any legal action to enforce the provisions, terms and conditions of the Franchise shall be the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona..

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If any section, provision, term or covenant or any portion of any section, provision, term or covenant of the Franchise is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on any remaining portion of such section, provision, term or covenant or the remaining sections, provisions, terms or covenants of the Franchise, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

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A. If Grantee fails to comply with any of the provisions of this agreement or defaults in any of its obligations hereunder, except for causes beyond the reasonable control of Grantee; and shall fail within thirty (30) days after written notice from County to commence, and within a reasonable time, complete the correction of such default or noncompliance, County shall have the right to revoke this agreement and all rights of Grantee hereunder. In the event Grantee makes a general assignment or general arrangement for the benefit of creditors; or a trustee or receiver is appointed to take possession of substantially all of Grantee's Facilities within the Franchise Area or of Grantee's interest in this Franchise, where possession is not restored to Grantee within thirty (30) days; or Grantee's Facilities within the Franchise Area are subject to an attachment, execution or other seizure of substantially all of the Grantee's Facilities within the Franchise Area or this Franchise, where such seizure is not discharged within thirty (30) days, County may declare the Franchise, along with the Original Franchise, forfeited and terminated.

B. Nothing herein contained shall limit or restrict any other legal rights that County may possess arising from such violations.

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The Franchise may after due notice and hearing, be revoked by County for any of the following reasons:

- A. For false or misleading statements in, or material omissions from the application for and the hearing on the granting of the Franchise.
- B. For any transfer or assignment of the Franchise or control thereof without County's written consent.
- C. For failure to comply with any of the terms and conditions of the Franchise.

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Grantee:

Santa Cruz Water Company  
426 N. 44th Street  
Suite 100  
Phoenix, Arizona 85008

The delivery or mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given at the time of delivery. Either party may change its address under this section by written notice to the other party.

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Rights and remedies reserved to the parties by the Franchise are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the parties may have with respect to the subject matter of the Franchise and a waiver thereof at any time shall not affect any other time.

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County hereby reserves to itself, and Grantee hereby grants to County, the right to intervene in any suit, action or proceeding involving any provision in the Franchise.

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Grantee shall maintain books and records that identify all of Grantee's underground facilities by type and location within the Franchise Area. Grantee will make such books and records available to County upon County's request and without cost to County.

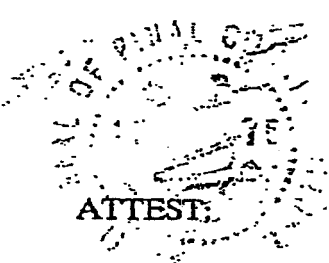
**Section 26: AD VALOREM TAXES**

Grantee shall pay its ad valorem taxes before they become delinquent. To accomplish this, Grantee shall deposit a sum equal to one-half of the prior years taxes in a separate trust account to pay the current years taxes. Pinal County, through its agents shall have the right to audit the account at any time during normal business hours.

Santa Cruz Water Franchise

IN WITNESS WHEREOF, the Board of Supervisors of Pinal County, Arizona, by its Chairman and its Clerk, thereunto duly authorized, has hereunto set its hand and cause its official seal to be affixed on December 3, 1997.

## PINAL COUNTY BOARD OF SUPERVISORS

  
Jimme B. Kerr  
Jimme B. Kerr, Chairman

ATTEST:

by: Shane Cluff Deputy Clerk  
Stanley D. Griffis, Clerk of the Board

APPROVED AS TO FORM:

ROBERT CARTER OLSON  
PINAL COUNTY ATTORNEY

Eric L. Walberg  
Eric L. Walberg, Deputy County Attorney

Exhibit A

## BEFORE THE BOARD OF SUPERVISORS

OF

COUNTY OF PINAL, STATE OF ARIZONA

IN THE MATTER OF THE )  
APPLICATION OF SANTA CRUZ ) APPLICATION FOR  
WATER COMPANY, TO OBTAIN A ) NEW PUBLIC UTILITY FRANCHISE  
WATER FRANCHISE )

---

TO THE HONORABLE BOARD OF SUPERVISORS:

COMES NOW the above-named Applicant and petitions the PINAL COUNTY BOARD OF SUPERVISORS AS FOLLOWS:

## I.

That petitioner, SANTA CRUZ WATER COMPANY (Santa Cruz), an Arizona Corporation with its principal place of business in the County of Pinal, State of Arizona. The current address of Santa Cruz is 426 N. 44<sup>th</sup> Street, Suite 100, Phoenix, Arizona 85008.

## II.

That Santa Cruz hereinafter designated as the Grantee, doing business in Pinal County, Arizona, hereby petitions your body for a Utility Franchise to maintain and operate a water system, including transmission lines and all appurtenances, to serve in portions of Pinal County. The full legal description is attached hereto as Exhibit I.

## III.

That your petitioner has made applications to the Arizona Corporation Commission for a Certificate of Public Convenience and Necessity to exercise the functions of a public utility to provide water service to persons living within this said territory as shown on Exhibit 2, subject to the laws of the State of Arizona.

## IV.

That your petitioner, if granted the franchise for this territory, proposes to engage in and carry on the business of a water company.

## V.

That your petitioner is financially able to undertake installation of said services and provide water service within said territory for which this franchise is requested.

## VI.

That the Board of Supervisors may impose such restrictions and limitations upon the public roads as it deems best for the public safety and welfare.

## VII.

That the petitioner submits herewith the required \$200.00 filing fee with this application.

## VIII.

That by reason of the facts already stated herein and because of the fact that no adequate and safe supply of water are now available to persons now living, or who may live, within the said territory hereinbefore described, and because of the further fact that water promptly supplied to waiting customers and prospective applicants will do much to develop and improve the area described, and to increase the population of the communities within which services are supplied, your petitioner respectfully petitions your Honorable Boards of Supervisors to grant this Application for a right and franchise from the County of Pinal, State of Arizona, to construct, maintain and operate their pipelines and appurtenances for a water system in, over, under, across and upon the existing County owned and future Rights-of-Way for a period of twenty-five (25) years.

## IX.

That public Notice be given in a newspaper of general circulation published within the County of Pinal, as may be required by law, prior to the date set for the consideration by the Board of Supervisors of its intention to grant said Franchise application.

X.

All correspondence regarding this application should be addressed to:

Michael T. Reinbold, President  
Santa Cruz Water Company  
426 N. 44<sup>th</sup> Street  
Suite 100  
Phoenix, Arizona 85008

Dated this 27<sup>th</sup> day of October, 1997

Santa Cruz Water Company

By: Michael T. Reinbold  
Michael T. Reinbold  
President  
426 N. 44<sup>th</sup> Street  
Suite 100  
Phoenix, Arizona 85008

Exhibit 1

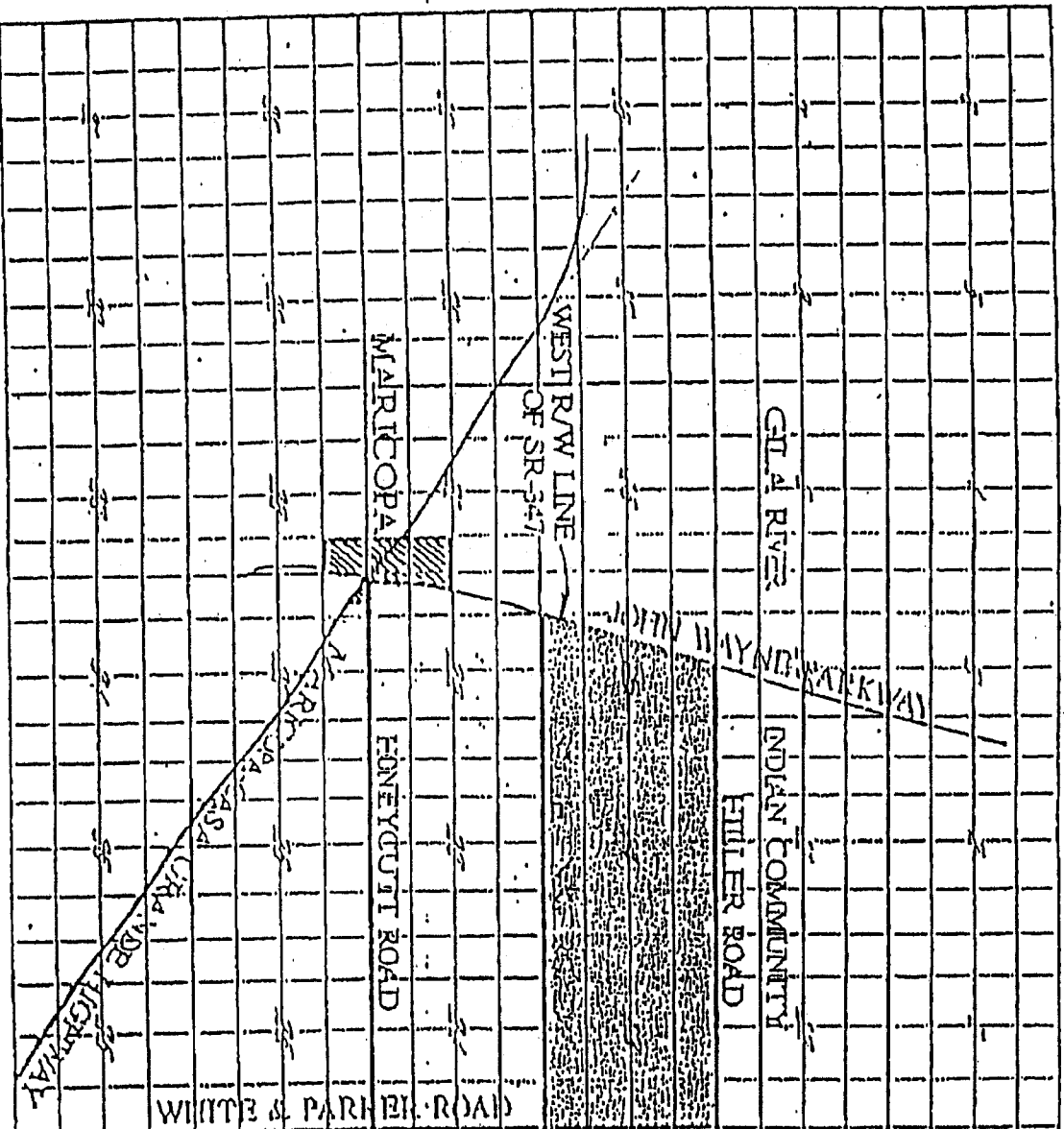
Santa Cruz Water Company

Franchise Legal Description

ALL OF SECTIONS 13 AND 14, AND THAT PORTION OF SECTION 15 LYING EASTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF ARIZONA STATE ROUTE 347 (AKA: JOHN WAYNE PARKWAY), TOWNSHIP 4 SOUTH, RANGE 3 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

CONTAINS 1,640 ACRES, MORE OR LESS

PINAL COUNTY, ARIZONA,  
SECTIONS 13, 14, AND A PORTION OF SECTION 15,  
TOWNSHIP 4 SOUTH, RANGE 3 EAST




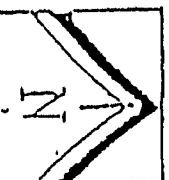
 FRANCHISE AREA

EXHIBIT 2

ANTLA CRUZ WATER  
COMPANY



1.250' 3.330'  
2.500' 5.000'



## Exhibit B

## ACCEPTANCE OF FRANCHISE

To: Board of Supervisors Pinal County, Arizona

Grantee, Santa Cruz Water Company, a(n) Arizona corporation, does hereby accept the \_\_\_\_\_ grant of a new public utility franchise from Pinal County, Arizona, (hereinafter "Franchise"), to construct, operate, and maintain water lines and related fixtures along, under and across present and future public streets, alleys and highways, except state highways, within the unincorporated area of Pinal County, Arizona, as stated in its application for a new public utility franchise.

Grantee unconditionally accepts the franchise and covenants to faithfully comply with, abide by, to observe and perform all the provisions, terms and conditions of the Franchise. Grantee accepts such provisions, terms and conditions and expressly waives any and all objections to the reasonableness or legality of any provisions of the same or any part thereof, or as to the legal right or authority of the County of Pinal to impose the same.

Grantee declares that the statements and recitals in said Franchise are correct, and Grantee declares it has made and does make the agreement, statements and admissions in said Franchise recited to have been or to be made by Grantee.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Santa Cruz Water Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ARIZONA     )  
                                  ) ss.  
County of                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a(n) Arizona corporation, and being authorized to do so, executed the foregoing instrument on behalf of the corporation for the purposes therein stated.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

i:\attycivl\franchise\frn-2619.fin

## Exhibit B

LEGAL DESCRIPTION FOR UTILITY FRANCHISE EXPANSION FOR  
SANTA CRUZ WATER COMPANY, L.L.C. AND  
PALO VERDE UTILITIES COMPANY, L.L.C.

THAT PORTION OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 3 EAST, GILA & SALT RIVER BASE & MERIDIAN, PINAL COUNTY, ARIZONA, LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY OF ARIZONA STATE ROUTE 347, EXCEPT THE WEST 160 FEET OF THE NORTHWEST QUARTER THEREOF;

TOGETHER WITH THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST;

TOGETHER WITH ALL OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 3 EAST, EXCEPT THE WESTERLY 500 FEET OF THE SOUTHERLY 1803 FEET OF THE SOUTHWEST QUARTER THEREOF, AND EXCEPT THE SOUTHERLY 173 FEET OF THE SOUTHWEST QUARTER THEREOF;

TOGETHER WITH ALL OF SECTIONS 23 AND 24, TOWNSHIP 4 SOUTH, RANGE 3 EAST;

TOGETHER WITH ALL OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 3 EAST, EXCEPT THE EAST ONE HALF THEREOF, AND EXCEPT THE NORTH HALF OF THE NORTHWEST QUARTER THEREOF; AND EXCEPT THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER THEREOF; AND EXCEPT THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER THEREOF;

TOGETHER WITH THE NORTH 3000 FEET, MORE OR LESS, OF THE WEST HALF OF THE WEST HALF OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 3 EAST LYING NORTHERLY OF THE SOUTHERN-PACIFIC RAILWAY RIGHT-OF-WAY;

TOGETHER WITH THAT PORTION OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 3 EAST, LYING NORTHEASTERLY OF THE SOUTHERN-PACIFIC RAILWAY RIGHT-OF-WAY, EXCEPT THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 3 EAST LYING NORTHEASTERLY OF THE SOUTHERN-PACIFIC RAILWAY RIGHT-OF-WAY;

TOGETHER WITH ALL OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 3 EAST, EXCEPT THE WEST HALF OF THE WEST HALF THEREOF;

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA; THENCE EASTERLY 30.0 FEET TO THE TRUE POINT OF BEGINNING, THENCE

SOUTHERLY 525.0 FEET, THENCE EASTERLY 600.0 FEET, THENCE NORTHERLY 525.5 FEET, THENCE WESTERLY 600.0 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA; THENCE EASTERLY 690.0 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTHERLY 525.6 FEET, THENCE EASTERLY 400.0 FEET, THENCE NORTHERLY 525.9 FEET, THENCE WESTERLY 400.0 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING: COMMENCING AT A POINT ON THE WEST SIDE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, 810 FEET NORTH OF THE SECTION LINE COMMON TO THE SOUTH OF SAID SECTION 21 AND EXTENDING NORTH ALONG SAID QUARTER SECTION LINE FOR A DISTANCE OF 726 FEET: THENCE 300 FEET EAST; THENCE SOUTH 726 FEET PARALLELING SAID QUARTER SECTION LINE; THENCE WEST TO THE POINT OF BEGINNING;

TOGETHER WITH ALL THAT PART OF THE EAST 495.5 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, LYING NORTH OF THE NORTH BOUNDARY LINE OF THE COUNTY ROAD WHICH IS NORTH OF THE SOUTHERN-PACIFIC RAILROAD RIGHT-OF-WAY;

TOGETHER A PORTION OF THE NORTHWEST QUARTER OF SECTION 34 IN TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE NORTH  $89^{\circ} 24' 54''$  EAST, ALONG THE NORTH LINE OF SAID SECTION 34 A DISTANCE OF 798.87 FEET, TO THE POINT OF THE BEGINNING; THENCE CONTINUING NORTH  $89^{\circ} 24' 54''$  EAST, ALONG SAID NORTH LINE 1,852.18 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 34; THENCE SOUTH  $00^{\circ} 12' 02''$  WEST, ALONG THE NORTH SOUTH MID-SECTION LINE OF SAID SECTION 34 A DISTANCE OF 2,664.95 FEET TO THE CENTER OF SAID SECTION 34; THENCE NORTH  $89^{\circ} 51' 49''$  WEST, ALONG THE EAST WEST MID-SECTION LINE OF SAID SECTION 34 A DISTANCE OF 2,491.70 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MARICOPA ROAD (STATE ROUTE 347); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH  $00^{\circ} 40' 29''$  WEST

1,468.58 FEET; THENCE NORTH 89° 19' 28" EAST 10.00 FEET; THENCE NORTH 00° 40' 32" WEST 454.76 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 89° 24' 54" EAST 373.10 FEET TO A POINT MARKING THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIOUS OF 200.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46° 35' 45" AN ARC DISTANCE OF 162.65 FEET; THENCE NORTH 40° 10' 09" EAST 367.92 FEET TO A POINT MARKING THE BEGINNING OF A NON-TANGENT CURVE TO THE NORTH, THE CENTER POINT OF WHICH BEARS NORTH 52° 38' 22" EAST 450.00 FEET THEREFROM; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36° 41' 06" AN ARC DISTANCE OF 288.12 FEET; THENCE NORTH 00° 40' 32" EAST 100.00 FEET TO THE POINT OF BEGINNING;

THE BASIS OF BEARING IS THE MONUMENT LINE OF MARICOPA ROAD, ALSO BEING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 3 EAST, USING A BEARING OF NORTH 00° 06' 23" WEST;

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 34 TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, EXCEPTING THEREFROM THE EXISTING RIGHT-OF-WAY OF STATE ROUTE 347, AND EXCEPTING THEREFROM THE FOLLOWING:

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 34 IN TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE NORTH 89° 24' 54" EAST, ALONG THE NORTH LINE OF SAID SECTION 34 A DISTANCE OF 798.87 FEET, TO THE POINT OF THE BEGINNING, THENCE CONTINUING NORTH 89° 24' 54" EAST, ALONG SAID NORTH LINE 1,852.18 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 34; THENCE SOUTH 00° 12' 02" WEST, ALONG THE SOUTH MID-SECTION LINE OF SAID SECTION 34 A DISTANCE OF 2,664.95 FEET TO THE CENTER OF SAID SECTION 34; THENCE NORTH 89° 51' 49" WEST, ALONG THE EAST WEST MID-SECTION LINE OF SAID SECTION 34 A DISTANCE OF 2,491.70 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF MARICOPA ROAD (STATE ROUTE 347); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH 00° 40' 29" WEST 1,468.58 FEET; THENCE NORTH 89° 19' 28" EAST 10.00 FEET; THENCE NORTH 00° 40' 32" WEST 454.76 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 89° 24' 54" EAST 373.10 FEET TO A POINT MARKING THE BEGINNING OF TANGENT CURVE TO THE LEFT

HAVING A RADIUS OF 200.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $46^{\circ} 35' 45''$  AN ARC DISTANCE OF 162.65 FEET; THENCE NORTH  $40^{\circ} 10' 09''$  EAST 367.92 FEET TO A POINT MARKING THE BEGINNING OF A NON-TANGENT CURVE TO THE NORTH, THE CENTER POINT OF WHICH BEARS NORTH  $52^{\circ} 38' 22''$  EAST 450.00 FEET THEREFROM; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $36^{\circ} 41' 06''$  AN ARC DISTANCE OF 288.12 FEET; THENCE NORTH  $00^{\circ} 40' 32''$  EAST 100.00 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARING IS THE MONUMENT LINE OF MARICOPA ROAD, ALSO BEING THE WEST LINE OF THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 3 EAST, USING A BEARING OF NORTH  $00^{\circ} 06' 23''$  WEST.

TOGETHER WITH THE BEGINNING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 3 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, THENCE NORTH  $00^{\circ} 29' 40''$  WEST 5300 FEET, MORE OR LESS, ALONG THE WEST SECTION LINE OF SAID SECTION 35 TO THE NORTHWEST CORNER OF SAID SECTION 35, THENCE NORTH  $89^{\circ} 30' 20''$  EAST 750 FEET, MORE OR LESS, ALONG THE NORTH SECTION LINE OF SAID SECTION 35 TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTHERN RAILROAD, THENCE SOUTH  $53^{\circ} 51' 30''$  EAST 1213 FEET ALONG SAID RIGHT-OF-WAY LINE, THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH  $0^{\circ} 00' 00''$  EAST 4600 FEET, MORE OR LESS, TO THE SOUTH SECTION LINE OF SAID SECTION 35; THENCE NORTH  $89^{\circ} 43' 51''$  WEST 1684 FEET, MORE OR LESS, ALONG SAID SOUTH SECTION LINE TO THE POINT OF BEGINNING.

TOGETHER WITH PARCEL NO. 1:

THE EAST HALF OF THE WEST HALF OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, LYING SOUTH AND WEST OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD;

EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35;

THENCE NORTH 89 DEGREES 19 MINUTES 10 SECONDS WEST, A DISTANCE OF 1971.27 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 19 MINUTES 10 SECONDS WEST, A DISTANCE OF 765.30 FEET;

THENCE NORTH 01 DEGREE 19 MINUTES 10 SECONDS EAST, A DISTANCE OF 1377.37 FEET;

THENCE SOUTH 27 DEGREES 53 MINUTES 16 SECONDS EAST, A DISTANCE OF 1568.23 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPT ALL OIL, GAS AND MINERAL RIGHTS AS RESERVED IN INSTRUMENT RECORDED IN DOCKET 15, PAGE 70.

TOGETHER WITH PARCEL NO. 2:

THE EAST HALF OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, LYING SOUTH AND WEST OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD;

EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35;

THENCE NORTH 89 DEGREES 19 MINUTES 10 SECONDS WEST, A DISTANCE OF 1971.27 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 19 MINUTES 10 SECONDS WEST, A DISTANCE OF 765.30 FEET;

THENCE NORTH 01 DEGREE 19 MINUTES 10 SECONDS EAST, A DISTANCE OF 1377.27 FEET;

THENCE SOUTH 27 DEGREES 53 MINUTES 16 SECONDS EAST, A DISTANCE OF 1568.23 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35;

THENCE NORTH 01 DEGREE 12 MINUTES 36 SECONDS EAST, A DISTANCE OF 77.50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 44 MINUTES 11 SECONDS WEST, A DISTANCE OF 660.00 FEET;

THENCE NORTH 01 DEGREE 12 MINUTES 38 SECONDS EAST, A DISTANCE OF 1320 FEET;

THENCE NORTH 89 DEGREES 44 MINUTES 11 SECONDS EAST, A DISTANCE OF 660.00 FEET;

THENCE SOUTH 01 DEGREE 12 MINUTES 36 SECONDS WEST, A DISTANCE OF 1320 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPT ONE-HALF OF ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN INSTRUMENT RECORDED IN BOOK 85 OF DEEDS, PAGE 228.

EXCEPT FROM PARCEL NOS. 1 AND 2 HEREIN, ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY, AS SET FORTH BY INSTRUMENT RECORDED IN FEE NO. 2000-016849:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THENCE NORTH 00 DEGREES 22 MINUTES 40 SECONDS EAST 5264 FEET, MORE OR LESS, ALONG THE WEST SECTION LINE OF SAID SECTION 35 TO THE NORTHWEST CORNER OF SAID SECTION 35;

THENCE NORTH 89 DEGREES 05 MINUTES 27 SECONDS EAST, 824 FEET, MORE OR LESS, ALONG THE NORTH SECTION LINE OF SAID SECTION 35 TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD;

THENCE SOUTH 53 DEGREES 52 MINUTES 38 SECONDS EAST 1066 FEET ALONG SAID RIGHT OF WAY LINE;

THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 4656 FEET, MORE OR LESS, TO THE EXTENSION OF THE SOUTH SECTION LINE OF SECTION 35 OF SAID TOWNSHIP AND RANGE;

THENCE NORTH 89 DEGREES 43 MINUTES 51 SECONDS WEST 1702 FEET, MORE OR LESS, ALONG SAID SOUTH SECTION LINE TO THE POINT OF BEGINNING.

TOGETHER WITH THOSE PARTICULAR PUBLIC STREETS AND/OR COUNTY ROADWAYS UTILIZED BY THE PUBLIC FOR LEGAL ACCESS TO ANY AND/OR ALL OF THE LANDS DESCRIBED ABOVE.

CONTAINS 3,809 ACRES, MORE OR LESS.



**Exhibit C****SAMPLE ACCEPTANCE OF EXPANDED AND AMENDED FRANCHISE**

To: Board of Supervisors Pinal County, Arizona

Grantee, Santa Cruz Water Company, a(n) Arizona corporation, does hereby accept the , grant of an First Amended Franchise from Pinal County, Arizona, to construct, operate, and maintain sewer lines and related fixtures along, under and across present and future public streets, alleys and highways, except state highways, within the unincorporated area of Pinal County, Arizona, as described in the Application, which is made a part hereof.

Grantee unconditionally accepts the franchise and covenants to faithfully comply with, abide by, to observe and perform all the provisions, terms and conditions of the First Amended Franchise. Grantee accepts such provisions, terms and conditions and expressly waives any and all objections to the reasonableness or legality of any provisions of the same or any part thereof; or as to the legal right or authority of the County of Pinal to impose the same.

Grantee declares that the statements and recitals in said First Amended Franchise are correct, and Grantee declares it has made and does make the agreement, statements and admissions in said First Amended Franchise recited to have been or to be made by Grantee.

attyciv\franchise\Santa Cruz first amend



**Amended Utility  
Franchise  
with  
Pinal County  
  
for  
Palo Verde Utilities Co.**

DECISION NO. 66394

**Expansion and Amendment Of The Palo Verde Utilities Company Franchise**

**WHEREAS**, Palo Verde Utilities Company had received a wastewater franchise from Pinal County to establish and maintain wastewater services on December 3, 1997, a copy of which is attached as Exhibit "A" (hereinafter "Original Franchise");

**WHEREAS**, Palo Verde Utilities Company, a(n) Arizona corporation, duly authorized to conduct business in the State of Arizona, has duly filed and presented to the Board of Supervisors of the County of Pinal, State of Arizona, its application for expansion of the Original Franchise for the purpose of constructing, operating and maintaining sewer lines and related appurtenances along, under and across the public streets, alleys and highways, except federal and state highways, within the unincorporated area of Pinal County, Arizona, as described in Exhibit "B" attached hereto (hereinafter "Expansion").

**WHEREAS**, upon filing of Palo Verde Utilities Company's application for the Expansion, the Board of Supervisors of Pinal County ordered a public notice of its intent to consider the granting of the Expansion to be published in a newspaper of general circulation, in Pinal County, Arizona, stating the time and place for consideration of the Expansion was set for 9:30 a.m. on September 24, 2003, at the Pinal County Board of Supervisors' Hearing Room, Administration Building No. 1, Florence, Arizona.

**WHEREAS**, said application for the Expansion and Amendment having come on regularly for hearing at 9:30 a.m. on September 24, 2003, and it appearing from the affidavit of the publisher of the Florence Reminder & Blade-Tribune and the Casa Grande Dispatch that due and regular notice of said time and place set for the consideration of such action has been published for at least once a week for three consecutive weeks prior to said hearing date, to-wit: in the issues of the Florence Reminder & Blade-Tribune and the Casa Grande Dispatch published on Sept 4, 2003, September 11, 2003, and September 18, 2003, and the matter being called for hearing at 9:30 a.m. on September 24, 2003, an opportunity having been given to all interested parties to be heard.

**WHEREAS**, the Board of Supervisors of Pinal County has the power to amend an existing franchise under its general police powers in such matters.

**NOW, THEREFORE,**

First Amended  
Palo Verde Utilities Company

## **Section 1: DEFINITIONS**

The following terms used in this expansion and amendment of the Original Franchise shall have the following meanings:

- A. County: Pinal County, Arizona
- B. Board: Board of Supervisors of Pinal County, Arizona.
- C. Grantor: Pinal County, by and through its Board of Supervisors
- D. Grantee: Palo Verde Utilities Company, an Arizona corporation, its successors and assigns
- E. Grantee's Facilities: sewer lines and related appurtenances

## **Section 2: GRANT**

A. Grantor, on September 24, 2003, hereby grants to Grantee, for a period of time not to exceed the Original Franchise, this expanded and amended franchise (hereinafter "First Amended Franchise") for the purpose of constructing, operating and maintaining sewer lines and related appurtenances along, under and across public streets, alleys and highways, except federal and state highways, under the terms and conditions set forth herein within the unincorporated area of Pinal County, Arizona, as described in the Expansion and the Original Franchise (hereinafter "Franchise Area").

B. Nonexclusive Franchise.

(1) The First Amended Franchise granted hereby shall not be exclusive and shall not restrict in any manner the right of County in the exercise of any regulatory power which it now has or which may hereafter be authorized or permitted by the laws of the State of Arizona. Nothing herein shall be construed to prevent County from granting other like or similar franchises to any other person, firm or corporation. County retains and shall ever be considered as having and retaining the right and power to allow and to grant to any other person, firm, corporation or other companies, franchise rights and privileges to be exercised in and upon its public streets, alleys, highways and public places, and such of the same and parts thereof as County may deem best or choose to allow, permit, give or grant.

(2) Nothing herein shall be construed to prevent County and its proper authorities from constructing and installing sewers, gutters, or improvements to its public highways, streets and

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Palo Verde Utilities Company

alleys, and for that purpose, to require the Grantee at Grantee's own expense to remove Grantee's facilities to conform thereto and facilitate the same.

**C. Reservation of Rights.**

(1) County reserves the right to alter and amend the First Amended Franchise at any time and in any manner necessary for the safety or welfare of the public or to protect the public interests, and County reserves the right to impose at any time restrictions and limitations upon the use of the public streets, alleys and highways as County deems best for the public safety or welfare.

(2) County expressly reserves the right, after due notice to grantee, to modify, amend, alter, change or eliminate any of the provisions of the First Amended Franchise which may become obsolete or impractical; and to impose such additional conditions upon the grantee as may be just and reasonable, such conditions to be those deemed necessary for the purpose of insuring adequate service to the public; provided however, County shall not modify, amend, alter, change or eliminate any of said provisions until after a public hearing, if such is legally required or requested by grantee.

**Section 3: RENEWAL/SUBSEQUENT APPLICATION/REMOVAL OF SYSTEM**

A. The First Amended Franchise herein granted shall expire on the date provided for in the Original Franchise, or upon any prior forfeiture; and upon its termination, Grantee shall cease to exercise under the terms of the First Amended Franchise the privileges herein granted. In the event Grantee desires a renewal of the First Amended Franchise herein granted, or a new franchise for a subsequent period, Grantee shall apply to and open negotiations with County for that purpose at least six (6) months before the expiration of the First Amended Franchise herein granted; but nothing herein shall be construed to bind County to grant such renewal or subsequent franchise.

B. Upon termination of the First Amended Franchise, or any renewal thereof, the grantee shall remove its facilities from the streets, alleys, ways, highways and bridges within the Franchise Area and shall restore the areas to their original condition. If such removal is not completed within six months of such termination, County may deem any property not removed as having been abandoned.

**Section 4: REGULATION**

Grantee, its successors and assigns shall be subject to reasonable regulations for the maintenance by grantee, its successors and assigns, of such portion of the public streets, alleys and highways used for the purpose of the First Amended Franchise now in force or that may hereafter be enacted and inconsistent herewith.

**Section 5: CONSTRUCTION, INSTALLATION AND REPAIRS**

First Amended  
Palo Verde Utilities Company

A. Prior to the beginning of any construction for installation of sewer lines and related appurtenances, the Grantee, its successors and assigns will submit a plan of proposed construction to the Pinal County Engineer and will not commence any construction until the plan of construction is approved by the County Engineer or his designate.

B. All work performed by Grantee under the First Amended Franchise shall be done in the manner prescribed by County and subject to the supervision of County, and in strict compliance with all laws, ordinances, rules and regulations of federal, state and local governments.

C. No construction, reconstruction, repair, or relocation under the First Amended Franchise shall be commenced until written permits have been obtained from the proper county officials. In any permit so issued, such officials may impose such conditions and regulations as a condition of the granting of the same as are necessary for the purpose of protecting any structures in the highways or streets and for the proper restoration of such highways, streets and structures, and for the protection of the public and the continuity of pedestrian and vehicular traffic.

D. No construction under the First Amended Franchise by grantee shall impose upon County the duty to maintain any public street, alley or highway unless County accepts said public street, alley or highway into the county maintenance system as provided by law.

#### **Section 6: INSPECTION**

County shall, if it deems it necessary, have the right to inspect the construction, operation and maintenance of Grantee's facilities to insure the proper performance of the terms of the First Amended Franchise granted herein.

#### **Section 7: SUFFICIENCY, LOCATION AND MAINTENANCE**

All of Grantee's Facilities shall be in all respects adequate, efficient, substantial and permanent in design and workmanship, and shall be so located, erected and maintained so as not to interfere with the use and enjoyment of the public streets, alleys and highways. All of Grantee's Facilities erected by Grantee shall be maintained in a safe, suitable, substantial condition and in good order and repair.

#### **Section 8: EXPANSION**

Grantee will, from time to time, during the term of the First Amended Franchise make such enlargements and extensions of its sewer system as are necessary to adequately provide for the requirements of County and the inhabitants of the Franchise Area; provided that nothing herein shall compel Grantee to expand or enlarge its system beyond the economic and operating limits thereof. Such enlargements and extensions shall be made in accordance with company rules and regulations.

#### **Section 9: RELOCATION**

A. During the term of the First Amended Franchise whenever County or any qualified authority having jurisdiction in the Franchise Area alters, repairs, improves, or changes the grade of, any

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Palo Verde Utilities Company

public streets, alleys and highways in the Franchise Area during the term of the First Amended Franchise, then and in such event, Grantee, its successors or assigns, at its own expense, shall promptly, upon reasonable notice, make such changes in the location, structure or alignment of its sewer lines and related appurtenances as the public officials in charge of such work may deem necessary.

B. After thirty (30) days notice to Grantee, of needed changes or corrections and upon the failure of Grantee, to make such changes set forth in Section 9(A) above or to correct any damage to the right-of-way of any public street, alley or highway within the Franchise Area caused directly or indirectly by Grantee, its agents, successors or assigns, County or its successors shall have the right to make such changes or corrections at the expense of said Grantee, its successors or assigns, and such expenses shall be due and payable upon written demand by County or its successors to Grantee, its successors or assigns.

#### **Section 10: LIABILITY**

A. If any streets, highways, alleys, ways, bridges, sidewalks, public place, or other public facility should be disturbed, altered, damaged or destroyed by Grantee, its employees, contractors, subcontractors or agents in the construction, installation, operation and maintenance of Grantee's Facilities under the First Amended Franchise, the same shall be promptly repaired, reconstructed, replaced or restored by Grantee, without cost to County, as soon as practicable and in as good condition as before Grantee's entry and to the satisfaction of County. If Grantee fails to make such restoration and repairs within a reasonable time as determined by County, then County may fix a reasonable time for such restoration and repairs and shall notify Grantee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Grantee to comply within the time specified, County may cause proper restoration and repairs to be made, and the expense of such work shall be paid by Grantee upon demand by County.

B. Grantee shall be responsible to every owner of property which shall be injured by the work of construction, installation, operation or maintenance of Grantee's Facilities under the First Amended Franchise, all physical damage which shall be done to such injured property through any act or omission of Grantee, its employees, contractors, subcontractors or agents arising out of said construction, installation, operation or maintenance.

C. It is a condition of the First Amended Franchise that County shall not and does not by reason of the First Amended Franchise assume any liability of the Grantee whatsoever for injury to persons or damage to property.

#### **Section 11: INDEMNIFICATION**

Grantee by its acceptance of the First Amended Franchise agrees for itself, its successors and assigns that throughout the entire term of this franchise, Grantee, its successors and assigns, at its sole cost and expense, shall indemnify, defend, save and hold harmless Pinal County, its elected officers, employees and agents from any and all lawsuits, judgments and claims for injury, death and damage to persons and property, both real and personal, caused by the construction, design, installation,

First Amended  
Palo Verde Utilities Company



operation or maintenance of any structure, equipment, sewer lines or related appurtenances by Grantee within the Franchise Area. Indemnified expenses shall include, but not be limited to, litigation and arbitration expenses, and attorneys' fees.

#### **Section 12: ACCEPTANCE BY GRANTEE / EFFECTIVE DATE FRANCHISE**

The First Amended Franchise shall be accepted by Grantee by written instrument in the form attached hereto as Exhibit "C" (hereinafter "Acceptance"), executed and acknowledged by it as a deed is required to be, and filed with the Clerk of the Pinal County Board of Supervisors within thirty days after the date this First Amended Franchise is accepted by County. This First Amended Franchise shall be effective upon delivery of the Acceptance to the Clerk of the Pinal County Board of Supervisors in the form required and within the time specified above.

#### **Section 13: LIMITS ON GRANTEE'S RECOURSE**

A. Grantee by its acceptance of the First Amended Franchise acknowledges such acceptance relies upon grantee's own investigation and understanding of the power and authority of the County to grant said franchise. Grantee by its acceptance of the First Amended Franchise accepts the validity of the terms and conditions of the First Amended Franchise in their entirety and agrees it will not, at any time, proceed against County in any claim or proceeding challenging any term or provision of the First Amended Franchise as unreasonable, arbitrary or void, or that County did not have the authority to impose such term or condition.

B. Grantee by accepting the First Amended Franchise acknowledges that it has not been induced to accept the same by any promise, verbal or written, by or on behalf of County or by any third person regarding any term or condition of the First Amended Franchise not expressed therein. Grantee by its acceptance of the First Amended Franchise further pledges that no promise or inducement, oral or written, has been made to any employee or official of County regarding receipt of the First Amended Franchise.

C. Grantee by its acceptance of the First Amended Franchise further acknowledges that it has carefully read the terms and conditions of the First Amended Franchise and accepts without reservation the obligations imposed by the terms and conditions herein.

D. In case of conflict or ambiguity between the First Amended Franchise and the Original Franchise, the provision which provides the greatest benefit to County, as determined solely by County, shall prevail.

E. The Board's decision concerning its selection and awarding of the First Amended Franchise shall be final.

#### **Section 14: FAILURE TO ENFORCE FRANCHISE**

First Amended  
Palo Verde Utilities Company

Grantee shall not be excused from complying with any of the terms and conditions of the First Amended Franchise by any failure of County, upon any one or more occasions, to insist upon the Grantee's performance or to seek Grantee's compliance with any one or more of such terms or conditions.

#### **Section 15: COMPLIANCE WITH THE LAW**

Grantee shall at all times, conduct its business under the First Amended Franchise in accordance with all federal, state and local laws, rules and regulations, as amended, including any future amendments thereto as may, from time to time, be adopted.

#### **Section 16: INTERPRETATION/GOVERNING LAW**

The interpretation and performance of the First Amended Franchise and of the general terms and conditions shall be in accordance with and governed by the laws of the State of Arizona.

#### **Section 17: VENUE**

Exclusive venue for any legal action to enforce the provisions, terms and conditions of the First Amended Franchise shall be the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona.

#### **Section 18: SEVERABILITY**

If any section, provision, term or covenant or any portion of any section, provision, term or covenant of the First Amended Franchise is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on any remaining portion of such section, provision, term or covenant or the remaining sections, provisions, terms or covenants of the First Amended Franchise, all of which will remain in full force and effect for the term of the First Amended Franchise or any renewal or renewals thereof.

#### **Section 19: FORFEITURE**

A. If Grantee fails to comply with any of the provisions of this agreement or defaults in any of its obligations hereunder, except for causes beyond the reasonable control of Grantee; and shall fail within thirty (30) days after written notice from County to commence, and within a reasonable time, complete the correction of such default or noncompliance, County shall have the right to revoke this agreement and all rights of Grantee hereunder. In the event Grantee makes a general assignment or general arrangement for the benefit of creditors; or a trustee or receiver is appointed to take possession of substantially all of Grantee's Facilities within the Franchise Area or of Grantee's interest in this First Amended Franchise, where possession is not restored to Grantee within thirty (30) days; or Grantee's Facilities within the Franchise Area are subject to an attachment, execution or other seizure of substantially all of the Grantee's Facilities within the Franchise Area or this First

First Amended  
Palo Verde Utilities Company

Amended Franchise, where such seizure is not discharged within thirty (30) days, County may declare the First Amended Franchise, along with the Original Franchise, forfeited and terminated.

B. Nothing herein contained shall limit or restrict any other legal rights that County may possess arising from such violations.

#### **Section 20: REVOCATION OF FRANCHISE**

The First Amended Franchise, along with the Original Franchise, may after due notice and hearing, be revoked by County for any of the following reasons:

- A. For false or misleading statements in, or material omissions from the application for and the hearing for the granting of the First Amended Franchise.
- B. For any transfer or assignment of the First Amended Franchise or control thereof without County's written consent.
- C. For failure to comply with any of the terms and conditions of the First Amended Franchise.

#### **Section 21: ASSIGNMENT/TRANSFER**

Grantee shall not assign or transfer any interest in the First Amended Franchise without the prior written consent of County. Said Board shall not unreasonably withhold its consent to a proposed transfer.

#### **Section 22: NOTICE**

Notices required under the First Amended Franchise shall be delivered or sent by certified mail, postage prepaid to:

Grantor:

Clerk of the Pinal County Board of Supervisors  
P.O. Box 827  
31 N. Pinal  
Florence, Arizona 85232

Grantee:

Palo Verde Utilities Company  
Cindy Liles  
426 N. 44<sup>th</sup> Street, Suite 200  
Phoenix, Arizona 85008

First Amended  
Palo Verde Utilities Company

The delivery or mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given at the time of delivery. Either party may change its address under this section by written notice to the other party.

#### Section 23: REMEDIES

Rights and remedies reserved to the parties by the First Amended Franchise are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the parties may have with respect to the subject matter of the First Amended Franchise and a waiver thereof at any time shall not affect any other time.

#### Section 24: RIGHT OF INTERVENTION

County hereby reserves to itself, and Grantee hereby grants to County, the right to intervene in any suit, action or proceeding involving any provision in the First Amended Franchise.

#### Section 25: BOOKS AND RECORDS

Grantee shall maintain books and records that identify all of Grantee's underground facilities by type and location within the Franchise Area. Grantee will make such books and records available to County upon County's request and without cost to County.

#### Section 26: AD VALOREM TAXES

Grantee shall pay its ad valorem taxes before they become delinquent.

IN WITNESS WHEREOF, the Board of Supervisors of Pinal County, Arizona, by its Chairman and its Clerk, thereunto duly authorized, has hereunto set its hand and cause its official seal to be affixed on this 24<sup>th</sup> day of September, 2003.

PINAL COUNTY BOARD OF SUPERVISORS

Lionel Ruiz, Chairman

ATTEST:

*Stanley D. Griffis*, Deputy Clerk

Stanley D. Griffis, Ph.D., Clerk of the Board

First Amended  
Palo Verde Utilities Company

APPROVED AS TO FORM:

ROBERT CARTER OLSON  
PINAL COUNTY ATTORNEY

A handwritten signature in black ink, appearing to read "Rick V. Husk", written over the printed name.

Rick V. Husk  
Deputy County Attorney

First Amended  
Palo Verde Utilities Company

EXHIBIT A



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
KATHLEEN C. FELIX

DATE: 02/25/98 TIME: 0826  
FEE : 0.00  
PAGES: 17  
FEE NO: 1998-007179

When recorded mail to:

Pinal County Board of Supervisors  
P.O. Box 827  
Florence, Arizona 85232

W/C

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(The above space reserved for recording information)

CAPTION HEADING

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Palo Verde Water Franchise

When recorded mail to:

Clerk of the Board  
P.O. Box 827  
Florence, Arizona 85232

Creation Of The Palo Verde Water Franchise

WHEREAS, Palo Verde Utilities Company, a(n) Arizona corporation, duly authorized to conduct business in the State of Arizona, has duly filed and presented to the Board of Supervisors of the County of Pinal, State of Arizona, its application for a new public utility franchise for the purpose of constructing, operating and maintaining water lines and related appurtenances along, under and across the public streets, alleys and highways, except federal and state highways, within the unincorporated area of Pinal County, Arizona, as described in Exhibit "A" attached hereto (hereinafter "Application").

WHEREAS, upon filing of the Application for the public utility franchise, the Board of Supervisors of Pinal County ordered a public notice of its intent to consider the granting of the public utility franchise to be published in a newspaper of general circulation, in Pinal County, Arizona, stating the time and place for consideration of the Application was set for 10:00 A.M. on December 3, 1997, at the Pinal County Board of Supervisors' Hearing Room, Administration Building No. 1, Florence, Arizona.

WHEREAS, said Application having come on regularly for hearing at 11:00 A.M. on December 3, 1997; and it appearing from the affidavit of the publisher of the Casa Grande Valley Newspaper, Inc. that due and regular notice of said time and place set for the consideration of such action has been published for at least once a week for three consecutive weeks prior to said hearing date, to-wit: in the issues of the Casa Grande Dispatch published on November 12, 1997, November 19, 1997, and November 26, 1997; and the matter being called for hearing at 11:00 A.M., and an opportunity having been given to all interested parties to be heard.

WHEREAS, the Board of Supervisors of Pinal County has the power to create a water franchise under its general police powers in such matters.

**NOW, THEREFORE,**

**Section 1: DEFINITIONS**

The following terms used in this expansion and amendment of the Original Franchise shall have the following meanings:

A. County: Pinal County, Arizona

Palo Verde Water Franchise

- B. Board: Board of Supervisors of Pinal County, Arizona.
- C. Grantor: Pinal County, by and through its Board of Supervisors
- D. Grantee: Palo Verde Utilities Company, a(n) Arizona corporation, its successors and assigns
- E. Grantee's Facilities: Water lines and related appurtenances

## Section 2: GRANT

A. Grantor, on December 3, 1997, hereby grants to Grantee, for a period of twenty-five years, this new public utility franchise (hereinafter "Franchise") for the purpose of constructing, operating and maintaining water lines and related appurtenances along, under and across public streets, alleys and highways, except federal and state highways, under the terms and conditions set forth herein within the unincorporated area of Pinal County, Arizona, as described in the Application (hereinafter "Franchise Area").

### B. Nonexclusive Franchise.

(1) The Franchise granted hereby shall not be exclusive and shall not restrict in any manner the right of County in the exercise of any regulatory power which it now has or which may hereafter be authorized or permitted by the laws of the State of Arizona. Nothing herein shall be construed to prevent County from granting other like or similar franchises to any other person, firm or corporation. County retains and shall ever be considered as having and retaining the right and power to allow and to grant to any other person, firm, corporation or other companies, franchise rights and privileges to be exercised in and upon its public streets, alleys, highways and public places, and such of the same and parts thereof as County may deem best or choose to allow, permit, give or grant.

(2) Nothing herein shall be construed to prevent County and its proper authorities from constructing and installing water lines, or improvements to its public highways, streets and alleys, and for that purpose, to require the Grantee at Grantee's own expense to remove Grantee's facilities to conform thereto and facilitate the same.

### C. Reservation of Rights.

(1) County reserves the right to alter and amend the Franchise at any time and in any manner necessary for the safety or welfare of the public or to protect the public interests, and County reserves the right to impose at any time restrictions and limitations upon the use of the public streets, alleys and highways as County deems best for the public safety or welfare.



(2) County expressly reserves the right, after due notice to grantee, to modify, amend, alter, change or eliminate any of the provisions of the Franchise which may become obsolete or impractical; and to impose such additional conditions upon the grantee as may be just and reasonable, such conditions to be those deemed necessary for the purpose of insuring adequate service to the public; provided however, County shall not modify, amend, alter, change or eliminate any of said provisions until after a public hearing, if such is legally required or requested by grantee.

### **Section 3: RENEWAL/SUBSEQUENT APPLICATION/REMOVAL OF SYSTEM**

A. The Franchise herein granted shall expire on the December 2, 2022; and upon its termination, Grantee shall cease to exercise under the terms of the Franchise the privileges herein granted. In the event Grantee desires a renewal of the Franchise herein granted, or a new franchise for a subsequent period, Grantee shall apply to and open negotiations with County for that purpose at least six (6) months before the expiration of the Franchise herein granted; but nothing herein shall be construed to bind County to grant such renewal or subsequent franchise.

B. Upon termination of the Franchise the grantee shall remove its facilities from the streets, alleys, ways, highways and bridges within the Franchise Area and shall restore the areas to their original condition. If such removal is not completed within six months of such termination, County may deem any property not removed as having been abandoned.

### **Section 4: REGULATION**

Grantee, its successors and assigns shall be subject to reasonable regulations for the maintenance by grantee, its successors and assigns, of such portion of the public streets, alleys and highways altered, damaged or destroyed by Grantee, its agents or employees in exercising the privileges granted by the Franchise.

### **Section 5: CONSTRUCTION, INSTALLATION AND REPAIRS**

A. Prior to the beginning of any construction for installation of water lines and related appurtenances, the Grantee, its successors and assigns will submit a plan of proposed construction to the Pinal County Engineer and will not commence any construction until the plan of construction is approved by the County Engineer or his designate.

B. All work performed by Grantee under the Franchise shall be done in the manner prescribed by County and subject to the supervision of County, and in strict compliance with all laws, ordinances, rules and regulations of federal, state and local governments.

C. No construction, reconstruction, repair, or relocation under the Franchise shall be commenced until written permits have been obtained from the proper county officials. In any permit so issued, such officials may impose such conditions and regulations as a condition of the granting of the same as are necessary for the purpose of protecting any structures in the highways or streets and for the proper restoration of such highways, streets

and structures, and for the protection of the public and the continuity of pedestrian and vehicular traffic.

D. No construction under the Franchise by grantee shall impose upon County the duty to maintain any public street, alley or highway unless County accepts said public street, alley or highway into the county maintenance system as provided by law.

#### **Section 6: INSPECTION**

County shall, if it deems it necessary, have the right to inspect the construction, operation and maintenance of Grantee's facilities to insure the proper performance of the terms of the Franchise granted herein.

#### **Section 7: SUFFICIENCY, LOCATION AND MAINTENANCE**

All of Grantee's Facilities shall be in all respects adequate, efficient, substantial and permanent in design and workmanship, and shall be so located, erected and maintained so as not to interfere with the use and enjoyment of the public streets, alleys and highways. All of Grantee's Facilities erected by Grantee shall be maintained in a safe, suitable, substantial condition and in good order and repair.

#### **Section 8: EXPANSION**

Grantee will, from time to time, during the term of the Franchise make such enlargements and extensions of its water system as are necessary to adequately provide for the requirements of County and the inhabitants of the Franchise Area; provided that nothing herein shall compel Grantee to expand or enlarge its system beyond the economic and operating limits thereof. Such enlargements and extensions shall be made in accordance with company rules and regulations.

#### **Section 9: RELOCATION**

A. During the term of the Franchise whenever County or any qualified authority having jurisdiction in the Franchise Area alters, repairs, improves, or changes the grade of, any public streets, alleys and highways in the Franchise Area during the term of the Franchise, then and in such event, Grantee, its successors or assigns, at its own expense, shall promptly, upon reasonable notice, make such changes in the location, structure or alignment of its water lines and related appurtenances as the public officials in charge of such work may deem necessary.

B. After thirty (30) days notice to Grantee, of needed changes or corrections and upon the failure of Grantee, to make such changes set forth in Section 9(A) above or to correct any damage to the right-of-way of any public street, alley or highway within the Franchise Area caused directly or indirectly by Grantee, its agents, successors or assigns, County or its successors shall have the right to make such changes or corrections at the expense of said Grantee, its successors or assigns, and such expenses shall be due and payable upon written demand by County or its successors to Grantee, its successors or assigns.

## **Section 10: LIABILITY**

A. If any streets, highways, alleys, ways, bridges, sidewalks, public place, or other public facility should be disturbed, altered, damaged or destroyed by Grantee, its employees, contractors, subcontractors or agents in the construction, installation, operation and maintenance of Grantee's Facilities under the Franchise, the same shall be promptly repaired, reconstructed, replaced or restored by Grantee, without cost to County, as soon as practicable and in as good condition as before Grantee's entry and to the satisfaction of County. If Grantee fails to make such restoration and repairs within a reasonable time as determined by County, then County may fix a reasonable time for such restoration and repairs and shall notify Grantee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Grantee to comply within the time specified, County may cause proper restoration and repairs to be made, and the expense of such work shall be paid by Grantee upon demand by County.

B. Grantee shall be responsible to every owner of property which shall be injured by the work of construction, installation, operation or maintenance of Grantee's Facilities under the Franchise, all physical damage which shall be done to such injured property through any act or omission of Grantee, its employees, contractors, subcontractors or agents arising out of said construction, installation, operation or maintenance.

C. It is a condition of the Franchise that County shall not and does not by reason of the Franchise assume any liability of the Grantee whatsoever for injury to persons or damage to property.

## **Section 11: INDEMNIFICATION**

Grantee by its acceptance of the Franchise agrees for itself, its successors and assigns that throughout the entire term of this franchise, Grantee, its successors and assigns, at its sole cost and expense, shall indemnify, defend, save and hold harmless Pinal County, its elected officers, employees and agents from any and all lawsuits, judgments and claims for injury, death and damage to persons and property, both real and personal, caused by the construction, design, installation, operation or maintenance of any structure, equipment, water lines or related appurtenances by Grantee within the Franchise Area. Indemnified expenses shall include, but not be limited to, litigation and arbitration expenses, and attorneys' fees.

## **Section 12: ACCEPTANCE BY GRANTEE / EFFECTIVE DATE FRANCHISE**

The Franchise shall be accepted by Grantee by written instrument in the form attached hereto as Exhibit "B" (hereinafter "Acceptance"), executed and acknowledged by it as a deed is required to be, and filed with the Clerk of the Pinal County Board of Supervisors within thirty days after the date this Franchise is accepted by County. This Franchise shall be effective upon delivery of the Acceptance to the Clerk of the Pinal County Board of Supervisors in the form required and within the time specified above.

### **Section 13: LIMITS ON GRANTEE'S RECOURSE**

A. Grantee by its acceptance of the Franchise acknowledges such acceptance relies upon grantee's own investigation and understanding of the power and authority of the County to grant said franchise. Grantee by its acceptance of the Franchise accepts the validity of the terms and conditions of the Franchise in their entirety and agrees it will not, at any time, proceed against County in any claim or proceeding challenging any term or provision of the Franchise as unreasonable, arbitrary or void, or that County did not have the authority to impose such term or condition.

B. Grantee by accepting the Franchise acknowledges that it has not been induced to accept the same by any promise, verbal or written, by or on behalf of County or by any third person regarding any term or condition of the Franchise not expressed therein. Grantee by its acceptance of the Franchise further pledges that no promise or inducement, oral or written, has been made to any employee or official of County regarding receipt of the Franchise.

C. Grantee by its acceptance of the Franchise further acknowledges that it has carefully read the terms and conditions of the Franchise and accepts without reservation the obligations imposed by the terms and conditions herein.

D. The Board's decision concerning its selection and awarding of the Franchise shall be final.

### **Section 14: FAILURE TO ENFORCE FRANCHISE**

Grantee shall not be excused from complying with any of the terms and conditions of the Franchise by any failure of County, upon any one or more occasions, to insist upon the Grantee's performance or to seek Grantee's compliance with any one or more of such terms or conditions.

### **Section 15: COMPLIANCE WITH THE LAW**

Grantee shall at all times, conduct its business under the Franchise in accordance with all federal, state and local laws, rules and regulations, as amended, including any future amendments thereto as may, from time to time, be adopted.

### **Section 16: INTERPRETATION/GOVERNING LAW**

The interpretation and performance of the Franchise and of the general terms and conditions shall be in accordance with and governed by the laws of the State of Arizona.

### **Section 17: VENUE**

Exclusive venue for any legal action to enforce the provisions, terms and conditions of the Franchise shall be the Superior Court of the State of Arizona in and for the County of Pinal, Florence, Arizona..

#### **Section 18: SEVERABILITY**

If any section, provision, term or covenant or any portion of any section, provision, term or covenant of the Franchise is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on any remaining portion of such section, provision, term or covenant or the remaining sections, provisions, terms or covenants of the Franchise, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

#### **Section 19: FORFEITURE**

A. If Grantee fails to comply with any of the provisions of this agreement or defaults in any of its obligations hereunder, except for causes beyond the reasonable control of Grantee; and shall fail within thirty (30) days after written notice from County to commence, and within a reasonable time, complete the correction of such default or noncompliance, County shall have the right to revoke this agreement and all rights of Grantee hereunder. In the event Grantee makes a general assignment or general arrangement for the benefit of creditors; or a trustee or receiver is appointed to take possession of substantially all of Grantee's Facilities within the Franchise Area or of Grantee's interest in this Franchise, where possession is not restored to Grantee within thirty (30) days; or Grantee's Facilities within the Franchise Area are subject to an attachment, execution or other seizure of substantially all of the Grantee's Facilities within the Franchise Area or this Franchise, where such seizure is not discharged within thirty (30) days, County may declare the Franchise, along with the Original Franchise, forfeited and terminated.

B. Nothing herein contained shall limit or restrict any other legal rights that County may possess arising from such violations.

#### **Section 20: REVOCATION OF FRANCHISE**

The Franchise may after due notice and hearing, be revoked by County for any of the following reasons:

- A. For false or misleading statements in, or material omissions from the application for and the hearing on the granting of the Franchise.
- B. For any transfer or assignment of the Franchise or control thereof without County's written consent.
- C. For failure to comply with any of the terms and conditions of the Franchise.

#### **Section 21: ASSIGNMENT/TRANSFER**

Grantee shall not assign or transfer any interest in the Franchise without the prior written consent of County. Said Board shall not unreasonably withhold its consent to a proposed transfer.

## **Section 22: NOTICE**

Notices required under the Franchise shall be delivered or sent by certified mail, postage prepaid to:

Grantor:

Clerk of the Pinal County Board of Supervisors  
P.O. Box 827  
31 N. Pinal  
Florence, Arizona 85232

Grantee:

Palo Verde Utilities Company  
426 N. 44th Street  
Suite 100  
Phoenix, Arizona 85008

The delivery or mailing of such notice shall be equivalent to direct personal notice and shall be deemed to have been given at the time of delivery. Either party may change its address under this section by written notice to the other party.

## **Section 23: REMEDIES**

Rights and remedies reserved to the parties by the Franchise are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the parties may have with respect to the subject matter of the Franchise and a waiver thereof at any time shall not affect any other time.

## **Section 24: RIGHT OF INTERVENTION**

County hereby reserves to itself, and Grantee hereby grants to County, the right to intervene in any suit, action or proceeding involving any provision in the Franchise.

## **Section 25: BOOKS AND RECORDS**

Grantee shall maintain books and records that identify all of Grantee's underground facilities by type and location within the Franchise Area. Grantee will make such books and records available to County upon County's request and without cost to County.

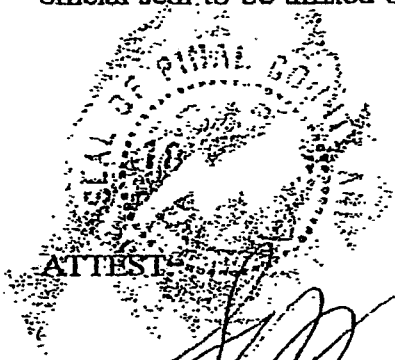
## **Section 26: AD VALOREM TAXES**

Grantee shall pay its ad valorem taxes before they become delinquent. To accomplish this, Grantee shall deposit a sum equal to one-half of the prior years taxes in a separate trust account to pay the current years taxes. Pinal County, through its agents shall have the right to audit the account at any time during normal business hours.

Palo Verde Water Franchise

IN WITNESS WHEREOF, the Board of Supervisors of Pinal County, Arizona, by its Chairman and its Clerk, thereunto duly authorized, has hereunto set its hand and cause its official seal to be affixed on December 3, 1997.

PINAL COUNTY BOARD OF SUPERVISORS

  
Jimmie B. Kerr  
Jimmie B. Kerr, Chairman

ATTEST:  
Stanley D. Griffs  
Stanley D. Griffs, Clerk of the Board

APPROVED AS TO FORM:

ROBERT CARTER OLSON  
PINAL COUNTY ATTORNEY

Eric L. Walberg 12/4/97  
Eric L. Walberg, Deputy County Attorney

**Exhibit A**



BEFORE THE BOARD OF SUPERVISORS  
OF  
COUNTY OF PINAL, STATE OF ARIZONA

IN THE MATTER OF THE )	
APPLICATION OF PALO VERDE )	APPLICATION FOR
UTILITIES COMPANY, TO OBTAIN )	NEW PUBLIC UTILITY FRANCHISE
A WASTEWATER FRANCHISE )	

---

TO THE HONORABLE BOARD OF SUPERVISORS:

COMES NOW the above-named Applicant and petitions the PINAL COUNTY BOARD OF SUPERVISORS AS FOLLOWS:

I.

That petitioner, PALO VERDE UTILITIES COMPANY (Palo Verde), an Arizona Corporation with its principal place of business in the County of Pinal, State of Arizona. The current address of Palo Verde is 426 N. 44<sup>th</sup> Street, Suite 100, Phoenix, Arizona 85008.

II.

That Palo Verde hereinafter designated as the Grantee, doing business in Pinal County, Arizona, hereby petitions your body for a Utility Franchise to maintain and operate a Wastewater system, including effluent transmission lines and all appurtenances, to serve in portions of Pinal County. The full legal description is attached hereto as Exhibit I.

III.

That your petitioner has made applications to the Arizona Corporation Commission for a Certificate of Public Convenience and Necessity to exercise the functions of a public utility to provide wastewater service to persons living within this said territory as shown on Exhibit 2, subject to the laws of the State of Arizona.

IV.

That your petitioner, if granted the franchise for this territory, proposes to engage in and carry on the business of a wastewater company.

V.

That your petitioner is financially able to undertake installation of said services and provide Wastewater service within said territory for which this franchise is requested.

VI.

That the Board of Supervisors may impose such restrictions and limitations upon the public roads as it deems best for the public safety and welfare.

VII.

That the petitioner submits herewith the required \$200.00 filing fee with this application.

VIII.

That by reason of the facts already stated herein and because of the fact that no adequate system of wastewater collection, treatment and disposal are now available to persons now living, or who may live, within the said territory hereinbefore described, and because of the further fact that Wastewater promptly supplied to waiting customers and prospective applicants will do much to develop and improve the area described, and to increase the population of the communities within which services are supplied, your petitioner respectfully petitions your Honorable Boards of Supervisors to grant this Application for a right and franchise from the County of Pinal, State of Arizona, to construct, maintain and operate their pipelines and appurtenances for a wastewater system in, over, under, across and upon the existing County owned and future Rights-of-Way for a period of twenty-five (25) years.

IX.

That public Notice be given in a newspaper of general circulation published within the County of Pinal, as may be required by law, prior to the date set for the consideration by the Board of Supervisors of its intention to grant said Franchise application.

X.

All correspondence regarding this application should be addressed to:

Michael T. Reinbold, President  
Palo Verde Utilities Company  
426 N. 44<sup>th</sup> Street  
Suite 100  
Phoenix, Arizona 85008

Dated this 27<sup>th</sup> day of October, 1997

Palo Verde Utilities Company

By: Michael T. Reinbold  
Michael T. Reinbold  
President  
426 N. 44<sup>th</sup> Street  
Suite 100  
Phoenix, Arizona 85008

Exhibit 1

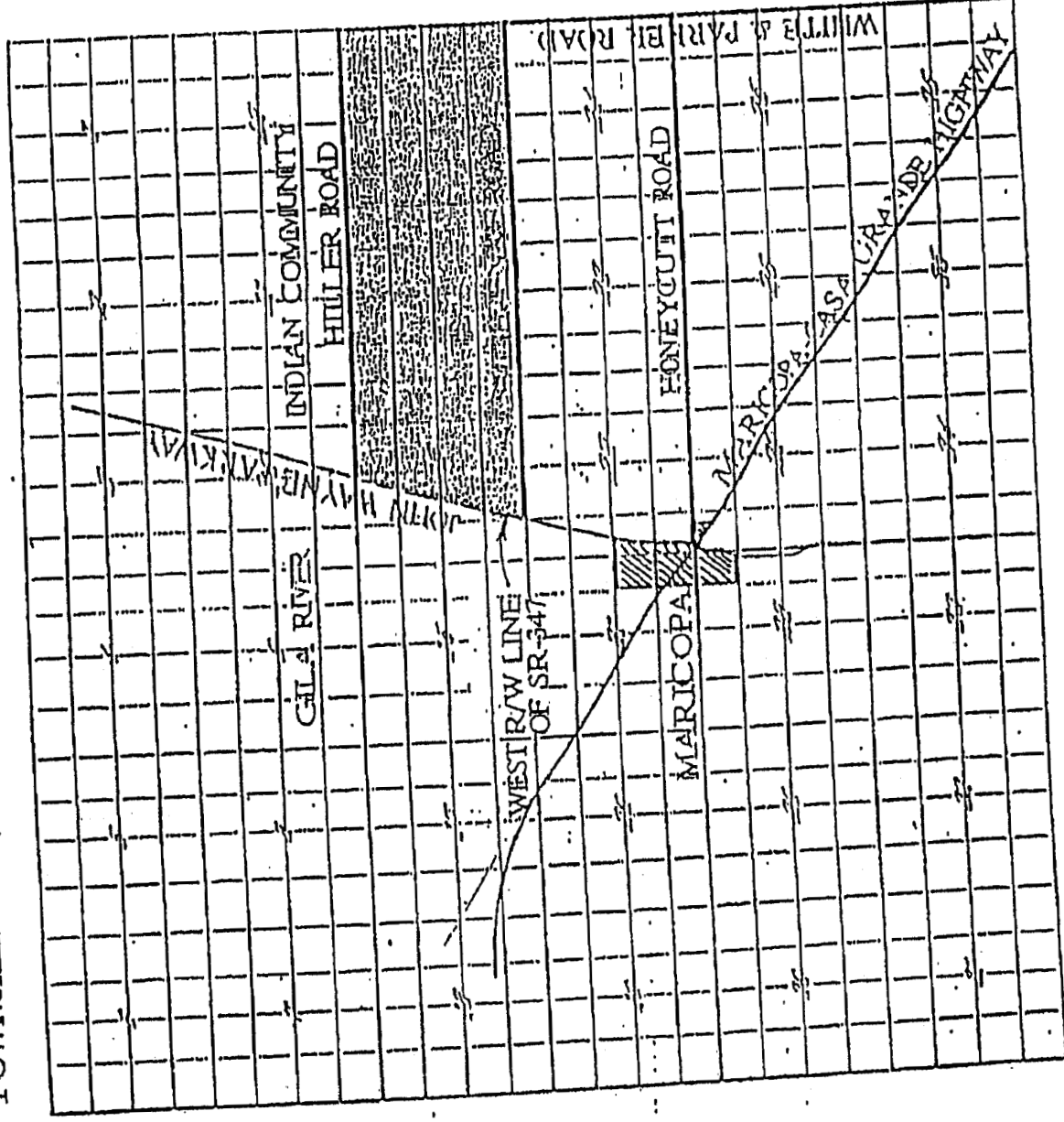
Palo Verde Utilities Company

Franchise Legal Description

ALL OF SECTIONS 13 AND 14, AND THAT PORTION OF SECTION 15 LYING EASTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF ARIZONA STATE ROUTE 347, (AKA: JOHN WAYNE PARKWAY), TOWNSHIP 4 SOUTH, RANGE 3 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

CONTAINS 1,640 ACRES, MORE OR LESS

PINAL COUNTY, ARIZONA  
SECTIONS 13, 14, AND A PORTION OF SECTION 15,  
TOWNSHIP 4 SOUTH, RANGE 3 EAST




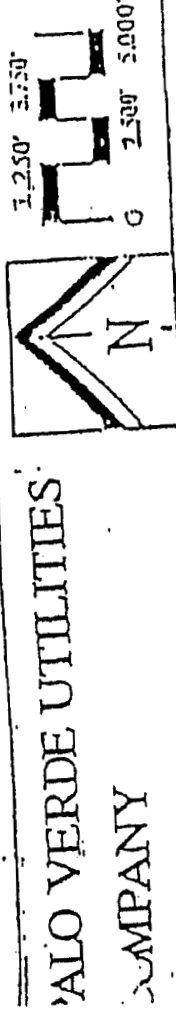
 FRANCHISE AREA

EXHIBIT 2.



PALO VERDE UTILITIES  
COMPANY

Exhibit B

ACCEPTANCE OF FRANCHISE

To: Board of Supervisors Pinal County, Arizona

Grantee, Palo Verde Utilities Company, a(n) Arizona corporation, does hereby accept the \_\_\_\_\_ grant of a new public utility franchise from Pinal County, Arizona, (hereinafter "Franchise"), to construct, operate, and maintain water lines and related fixtures along, under and across present and future public streets, alleys and highways, except state highways, within the unincorporated area of Pinal County, Arizona, as stated in its application for a new public utility franchise.

Grantee unconditionally accepts the franchise and covenants to faithfully comply with, abide by, to observe and perform all the provisions, terms and conditions of the Franchise. Grantee accepts such provisions, terms and conditions and expressly waives any and all objections to the reasonableness or legality of any provisions of the same or any part thereof, or as to the legal right or authority of the County of Pinal to impose the same.

Grantee declares that the statements and recitals in said Franchise are correct, and Grantee declares it has made and does make the agreement, statements and admissions in said Franchise recited to have been or to be made by Grantee.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Palo Verde Utilities Company

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ARIZONA     )  
                                  ) ss.  
County of                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a(n) Arizona corporation, and being authorized to do so, executed the foregoing instrument on behalf of the corporation for the purposes therein stated.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

LEGAL DESCRIPTION FOR UTILITY FRANCHISE EXPANSION FOR  
SANTA CRUZ WATER COMPANY, L.L.C. AND  
PALO VERDE UTILITIES COMPANY, L.L.C.

THAT PORTION OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 3 EAST, GILA  
& SALT RIVER BASE & MERIDIAN, PINAL COUNTY, ARIZONA, LYING  
WESTERLY OF THE WESTERLY RIGHT-OF-WAY OF ARIZONA STATE ROUTE  
347, EXCEPT THE WEST 160 FEET OF THE NORTHWEST QUARTER THEREOF;  
TOGETHER WITH THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 4  
SOUTH, RANGE 3 EAST;

TOGETHER WITH ALL OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 3 EAST,  
EXCEPT THE WESTERLY 500 FEET OF THE SOUTHERLY 1803 FEET OF THE  
SOUTHWEST QUARTER THEREOF, AND EXCEPT THE SOUTHERLY 173 FEET  
OF THE SOUTHWEST QUARTER THEREOF;

TOGETHER WITH ALL OF SECTIONS 23 AND 24, TOWNSHIP 4 SOUTH, RANGE  
3 EAST;

TOGETHER WITH ALL OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 3 EAST,  
EXCEPT THE EAST ONE HALF THEREOF, AND EXCEPT THE NORTH HALF OF  
THE NORTHWEST QUARTER THEREOF; AND EXCEPT THE SOUTHEAST  
QUARTER OF THE NORTHWEST QUARTER THEREOF; AND EXCEPT THE  
SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER THEREOF;

TOGETHER WITH THE NORTH 3000 FEET, MORE OR LESS, OF THE WEST  
HALF OF THE WEST HALF OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 3  
EAST LYING NORTHERLY OF THE SOUTHERN-PACIFIC RAILWAY RIGHT-OF-  
WAY;

TOGETHER WITH THAT PORTION OF SECTION 35, TOWNSHIP 4 SOUTH,  
RANGE 3 EAST, LYING NORTHEASTERLY OF THE SOUTHERN-PACIFIC  
RAILWAY RIGHT-OF-WAY, EXCEPT THAT PORTION OF THE NORTHWEST  
QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 4  
SOUTH, RANGE 3 EAST LYING NORTHEASTERLY OF THE SOUTHERN-  
PACIFIC RAILWAY RIGHT-OF-WAY;

TOGETHER WITH ALL OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 3 EAST,  
EXCEPT THE WEST HALF OF THE WEST HALF THEREOF;

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST  
QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA  
AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA; THENCE  
EASTERLY 30.0 FEET TO THE TRUE POINT OF BEGINNING, THENCE

SOUTHERLY 525.0 FEET, THENCE EASTERLY 600.0 FEET, THENCE NORTHERLY 525.5 FEET, THENCE WESTERLY 600.0 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA; THENCE EASTERLY 690.0 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTHERLY 525.6 FEET, THENCE EASTERLY 400.0 FEET, THENCE NORTHERLY 525.9 FEET, THENCE WESTERLY 400.0 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING: COMMENCING AT A POINT ON THE WEST SIDE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, 810 FEET NORTH OF THE SECTION LINE COMMON TO THE SOUTH OF SAID SECTION 21 AND EXTENDING NORTH ALONG SAID QUARTER SECTION LINE FOR A DISTANCE OF 726 FEET: THENCE 300 FEET EAST; THENCE SOUTH 726 FEET PARALLELING SAID QUARTER SECTION LINE; THENCE WEST TO THE POINT OF BEGINNING;

TOGETHER WITH ALL THAT PART OF THE EAST 495.5 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, LYING NORTH OF THE NORTH BOUNDARY LINE OF THE COUNTY ROAD WHICH IS NORTH OF THE SOUTHERN-PACIFIC RAILROAD RIGHT-OF-WAY;

TOGETHER A PORTION OF THE NORTHWEST QUARTER OF SECTION 34 IN TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE NORTH  $89^{\circ} 24' 54''$  EAST, ALONG THE NORTH LINE OF SAID SECTION 34 A DISTANCE OF 798.87 FEET, TO THE POINT OF THE BEGINNING; THENCE CONTINUING NORTH  $89^{\circ} 24' 54''$  EAST, ALONG SAID NORTH LINE 1,852.18 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 34; THENCE SOUTH  $00^{\circ} 12' 02''$  WEST, ALONG THE NORTH SOUTH MID-SECTION LINE OF SAID SECTION 34 A DISTANCE OF 2,664.95 FEET TO THE CENTER OF SAID SECTION 34; THENCE NORTH  $89^{\circ} 51' 49''$  WEST, ALONG THE EAST WEST MID-SECTION LINE OF SAID SECTION 34 A DISTANCE OF 2,491.70 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MARICOPA ROAD (STATE ROUTE 347); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH  $00^{\circ} 40' 29''$  WEST



1,468.58 FEET; THENCE NORTH 89° 19' 28" EAST 10.00 FEET; THENCE NORTH 00° 40' 32" WEST 454.76 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 89° 24' 54" EAST 373.10 FEET TO A POINT MARKING THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46° 35' 45" AN ARC DISTANCE OF 162.65 FEET; THENCE NORTH 40° 10' 09" EAST 367.92 FEET TO A POINT MARKING THE BEGINNING OF A NON-TANGENT CURVE TO THE NORTH, THE CENTER POINT OF WHICH BEARS NORTH 52° 38' 22" EAST 450.00 FEET THEREFROM; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36° 41' 06" AN ARC DISTANCE OF 288.12 FEET; THENCE NORTH 00° 40' 32" EAST 100.00 FEET TO THE POINT OF BEGINNING;

THE BASIS OF BEARING IS THE MONUMENT LINE OF MARICOPA ROAD, ALSO BEING THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 3 EAST, USING A BEARING OF NORTH 00° 06' 23" WEST;

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 34 TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, EXCEPTING THEREFROM THE EXISTING RIGHT-OF-WAY OF STATE ROUTE 347, AND EXCEPTING THEREFROM THE FOLLOWING:

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 34 IN TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE NORTH 89° 24' 54" EAST, ALONG THE NORTH LINE OF SAID SECTION 34 A DISTANCE OF 798.87 FEET, TO THE POINT OF THE BEGINNING, THENCE CONTINUING NORTH 89° 24' 54" EAST, ALONG SAID NORTH LINE 1,852.18 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 34; THENCE SOUTH 00° 12' 02" WEST, ALONG THE SOUTH MID-SECTION LINE OF SAID SECTION 34 A DISTANCE OF 2,664.95 FEET TO THE CENTER OF SAID SECTION 34; THENCE NORTH 89° 51' 49" WEST, ALONG THE EAST WEST MID-SECTION LINE OF SAID SECTION 34 A DISTANCE OF 2,491.70 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF MARICOPA ROAD (STATE ROUTE 347); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH 00° 40' 29" WEST 1,468.58 FEET; THENCE NORTH 89° 19' 28" EAST 10.00 FEET; THENCE NORTH 00° 40' 32" WEST 454.76 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 89° 24' 54" EAST 373.10 FEET TO A POINT MARKING THE BEGINNING OF TANGENT CURVE TO THE LEFT

HAVING A RADIOUS OF 200.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $46^{\circ} 35' 45''$  AN ARC DISTANCE OF 162.65 FEET, THENCE NORTH  $40^{\circ} 10' 09''$  EAST 367.92 FEET TO A POINT MARKING THE BEGINNING OF A NON-TANGENT CURVE TO THE NORTH, THE CENTER POINT OF WHICH BEARS NORTH  $52^{\circ} 38' 22''$  EAST 450.00 FEET THEREFROM, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $36^{\circ} 41' 06''$  AN ARC DISTANCE OF 288.12 FEET, THENCE NORTH  $00^{\circ} 40' 32''$  EAST 100.00 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARING IS THE MONUMENT LINE OF MARICOPA ROAD, ALSO BEING THE WEST LINE OF THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 3 EAST, USING A BEARING OF NORTH  $00^{\circ} 06' 23''$  WEST.

TOGETHER WITH THE BEGINNING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 3 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, THENCE NORTH  $00^{\circ} 29' 40''$  WEST 5300 FEET, MORE OR LESS, ALONG THE WEST SECTION LINE OF SAID SECTION 35 TO THE NORTHWEST CORNER OF SAID SECTION 35, THENCE NORTH  $89^{\circ} 30' 20''$  EAST 750 FEET, MORE OF LESS, ALONG THE NORTH SECTION LINE OF SAID SECTION 35 TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTHERN RAILROAD, THENCE SOUTH  $53^{\circ} 51' 30''$  EAST 1213 FEET ALONG SAID RIGHT-OF-WAY LINE, THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH  $0^{\circ} 00' 00''$  EAST 4600 FEET, MORE OR LESS, TO THE SOUTH SECTION LINE OF SAID SECTION 35; THENCE NORTH  $89^{\circ} 43' 51''$  WEST 1684 FEET, MORE OR LESS, ALONG SAID SOUTH SECTION LINE TO THE POINT OF BEGINNING.

TOGETHER WITH PARCEL NO. 1:

THE EAST HALF OF THE WEST HALF OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, LYING SOUTH AND WEST OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD;

EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35;

THENCE NORTH 89 DEGREES 19 MINUTES 10 SECONDS WEST, A DISTANCE OF 1971.27 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 19 MINUTES 10 SECONDS WEST, A DISTANCE OF 765.30 FEET;

THENCE NORTH 01 DEGREE 19 MINUTES 10 SECONDS EAST, A DISTANCE OF 1377.37 FEET;

THENCE SOUTH 27 DEGREES 53 MINUTES 16 SECONDS EAST, A DISTANCE OF 1568.23 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPT ALL OIL, GAS AND MINERAL RIGHTS AS RESERVED IN INSTRUMENT RECORDED IN DOCKET 15, PAGE 70.

TOGETHER WITH PARCEL NO. 2:

THE EAST HALF OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, LYING SOUTH AND WEST OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD;

EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35;

THENCE NORTH 89 DEGREES 19 MINUTES 10 SECONDS WEST, A DISTANCE OF 1971.27 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 19 MINUTES 10 SECONDS WEST, A DISTANCE OF 765.30 FEET;

THENCE NORTH 01 DEGREE 19 MINUTES 10 SECONDS EAST, A DISTANCE OF 1377.27 FEET;

THENCE SOUTH 27 DEGREES 53 MINUTES 16 SECONDS EAST, A DISTANCE OF 1568.23 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35;

THENCE NORTH 01 DEGREE 12 MINUTES 36 SECONDS EAST, A DISTANCE OF 77.50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 44 MINUTES 11 SECONDS WEST, A DISTANCE OF 660.00 FEET;

THENCE NORTH 01 DEGREE 12 MINUTES 38 SECONDS EAST, A DISTANCE OF 1320 FEET;

THENCE NORTH 89 DEGREES 44 MINUTES 11 SECONDS EAST, A DISTANCE OF 660.00 FEET;

THENCE SOUTH 01 DEGREE 12 MINUTES 36 SECONDS WEST, A DISTANCE OF 1320 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPT ONE-HALF OF ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN INSTRUMENT RECORDED IN BOOK 85 OF DEEDS, PAGE 228.

EXCEPT FROM PARCEL NOS. 1 AND 2 HEREIN, ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY, AS SET FORTH BY INSTRUMENT RECORDED IN FEE NO. 2000-016849:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA;

THENCE NORTH 00 DEGREES 22 MINUTES 40 SECONDS EAST 5264 FEET, MORE OR LESS, ALONG THE WEST SECTION LINE OF SAID SECTION 35 TO THE NORTHWEST CORNER OF SAID SECTION 35;

THENCE NORTH 89 DEGREES 05 MINUTES 27 SECONDS EAST, 824 FEET, MORE OR LESS, ALONG THE NORTH SECTION LINE OF SAID SECTION 35 TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD;

THENCE SOUTH 53 DEGREES 52 MINUTES 38 SECONDS EAST 1066 FEET ALONG SAID RIGHT OF WAY LINE;

THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 4656 FEET, MORE OR LESS, TO THE EXTENSION OF THE SOUTH SECTION LINE OF SECTION 35 OF SAID TOWNSHIP AND RANGE;

THENCE NORTH 89 DEGREES 43 MINUTES 51 SECONDS WEST 1702 FEET, MORE OR LESS, ALONG SAID SOUTH SECTION LINE TO THE POINT OF BEGINNING.

TOGETHER WITH THOSE PARTICULAR PUBLIC STREETS AND/OR COUNTY  
ROADWAYS UTILIZED BY THE PUBLIC FOR LEGAL ACCESS TO ANY  
AND/OR ALL OF THE LANDS DESCRIBED ABOVE.

CONTAINS 3,809 ACRES, MORE OR LESS.

**Exhibit C**

**SAMPLE ACCEPTANCE OF EXPANDED AND AMENDED FRANCHISE**

To: Board of Supervisors Pinal County, Arizona

Grantee, Palo Verde Utilities Company, a(n) Arizona corporation, does hereby accept the grant of an First Amended Franchise from Pinal County, Arizona, to construct, operate, and maintain sewer lines and related fixtures along, under and across present and future public streets, alleys and highways, except state highways, within the unincorporated area of Pinal County, Arizona, as described in the Application, which is made a part hereof.

Grantee unconditionally accepts the franchise and covenants to faithfully comply with, abide by, to observe and perform all the provisions, terms and conditions of the First Amended Franchise. Grantee accepts such provisions, terms and conditions and expressly waives any and all objections to the reasonableness or legality of any provisions of the same or any part thereof, or as to the legal right or authority of the County of Pinal to impose the same.

Grantee declares that the statements and recitals in said First Amended Franchise are correct, and Grantee declares it has made and does make the agreement, statements and admissions in said First Amended Franchise recited to have been or to be made by Grantee.

attyciv\franchise\palo verde first amend

ACCEPTANCE OF EXPANDED AND AMENDED FRANCHISE

To: Board of Supervisors Pinal County, Arizona

Grantee, Palo Verde Utilities Company, an Arizona corporation, does hereby accept the September 24, 2003, grant of a First Amended Franchise from Pinal County, Arizona, to construct, operate, and maintain sewer lines and related fixtures along, under and across present and future public streets, alleys and highways, except state highways, within the unincorporated area of Pinal County, Arizona, as described in the Application, which is made a part hereof.

Grantee unconditionally accepts the franchise and covenants to faithfully comply with, abide by, to observe and perform all the provisions, terms and conditions of the First Amended Franchise. Grantee accepts such provisions, terms and conditions and expressly waives any and all objections to the reasonableness or legality of any provisions of the same or any part thereof, or as to the legal right or authority of the County of Pinal to impose the same.

Grantee declares that the statements and recitals in said First Amended Franchise are correct, and Grantee declares it has made and does make the agreement, statements and admissions in said First Amended Franchise recited to have been or to be made by Grantee.

Dated this 24<sup>th</sup> day of September, 2003.

Palo Verde Utilities Company

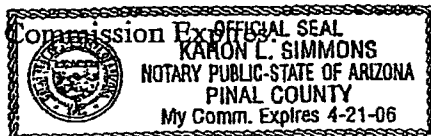
By: Cindy M. Giles

Title: VP-CFO

STATE OF ARIZONA       )  
                                  ) ss.  
County of                )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September 2003, by Cindy M. Giles of Palo Verde Utilities Co, an Arizona corporation, and being authorized to do so, executed the foregoing instrument on behalf of the corporation for the purposes therein stated.

My



Notary Public

Karon L. Simmons

**AGENDA FORM  
FOR  
PINAL COUNTY BOARD of SUPERVISORS**

Budgeted: N/A  
Generates Revenue for County: No  
Revenue Generated : N/A  
Uses County Funds: No  
Source of Funds: N/A  
Cost to County: N/A  
Reduces/Contains: N/A  
Expenditure Reduced:/Contained: N/A

Competitive negotiations (PC1-347 D1) N/A  
Two step competitive negotiation (PC1-347 D2) N/A  
Review of Qualifications (PC1-347D3) N/A  
Multi step sealed bidding (PC1-326) N/A  
Intergovernmental Agreement (PC1-1003) N/A  
Competitive sealed proposals RFP (PC1-329) N/A  
Expenditures for County: Other (PC1-\_\_\_\_) N/A

<b>1. REQUESTED BY:</b> Fund No: 10      Dept No: 1037      Dept Name: Special Services      Director: Gary Medina	
<b>2. BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION: <u>Agenda Item for September 24, 2003</u></b> <u>Discussion/Approval/Disapproval</u> of the petition from Palo Verde Utilities Company, LLC for an expansion of their wastewater utility franchise. The requested franchise expansion area is as follows: Portions of Sections 15 and 21, all of Sections 22, 23, 24, portions of Section 25, Section 26, except the W1/2 of the W1/2, portions of the NW1/4 of Section 34, portions of Section 35 and 36, all in Township 4 South, Range 3 East, Gila & Salt River Base and Meridian, Pinal County, Arizona.	
<b>3. MOTION: It is moved that the Pinal County Board of Supervisors ...</b> <b><u>SUGGESTED MOTION:</u></b> Approve the First Amended Palo Verde Utilities Company, LLC wastewater utility franchise expansion/amendment document as presented.	
<b>4. DEPARTMENT:</b> <div style="border-top: 1px solid black; padding-top: 5px;"> <div style="display: flex; justify-content: space-between;"> <span>Action recommended by</span> <span>Date</span> </div> </div> <div style="text-align: right; margin-top: -10px;">9/15/03</div>	<b>7. DEPUTY COUNTY MANAGER:</b> <div style="border-top: 1px solid black; padding-top: 5px;"> <div style="display: flex; justify-content: space-between;"> <span></span> <span>Date</span> </div> </div> <div style="text-align: right; margin-top: -10px;">9/15/03</div> <div style="margin-top: 10px;">         Approve <input checked="" type="checkbox"/>      Disapprove <input type="checkbox"/> </div>
<b>5. GRANTS AND CONTRACTS ADMINISTRATOR:</b> <div style="border-top: 1px solid black; padding-top: 5px;"> <div style="display: flex; justify-content: space-between;"> <span></span> <span>Date</span> </div> </div> <div style="margin-top: 10px;">         Approve <input type="checkbox"/>      Disapprove <input type="checkbox"/> </div>	<b>8. PURCHASING DEPARTMENT:</b> <div style="border-top: 1px solid black; padding-top: 5px;"> <div style="display: flex; justify-content: space-between;"> <span></span> <span>Date</span> </div> </div> <div style="margin-top: 10px;">         Approve <input type="checkbox"/>      Disapprove <input type="checkbox"/> </div>
<b>6. COUNTY ATTORNEY'S OFFICE:</b> <div style="border-top: 1px solid black; padding-top: 5px;"> <div style="display: flex; justify-content: space-between;"> <span></span> <span>Date</span> </div> </div> <div style="text-align: right; margin-top: -10px;">9/15/03</div> <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> Approved as to form and within the powers and authority granted under the laws of the State of Arizona to the Pinal County Board of Supervisors.       </div>	<b>9. FINANCE OFFICE:</b> <div style="border-top: 1px solid black; padding-top: 5px;"> <div style="display: flex; justify-content: space-between;"> <span></span> <span>Date</span> </div> </div> <div style="margin-top: 10px;">         Approve <input type="checkbox"/>      Disapprove <input type="checkbox"/> </div>
<b>10. COUNTY MANAGER:</b> _____ <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>APPROVE <input type="checkbox"/></span> <span>DISAPPROVE <input type="checkbox"/></span> </div>	
<b>11. BOARD OF SUPERVISORS:</b> <div style="margin-top: 10px;">         Action Taken:           <input checked="" type="checkbox"/> Approve           <input type="checkbox"/> Amend           <input type="checkbox"/> Disapprove           <input checked="" type="checkbox"/> Delete           <input type="checkbox"/> _____       </div> <div style="margin-top: 10px;">         CHAIRMAN:  _____  <div style="display: flex; justify-content: space-between;"> <span></span> <span>Date</span> </div> </div> <div style="margin-top: 10px;">         CLERK OF THE BOARD:  _____  <div style="display: flex; justify-content: space-between;"> <span></span> <span>Date</span> </div> </div> <div style="text-align: right; margin-top: -10px;">         9/24/03          9/24/03       </div>	